761.

SUPREME COURT OF THE UNITED STATES.

No. 25.

JAMES MEEGAN, PL'FF IN ER.,

vs.

JEREMIAH T. BOYLE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MISSOURI.

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DISTRICT OF MISSOURI, *sct.*

JEREMIAH T. BOYLE, plaintiff,
vs.
JAMES MEEGAN, defendant.

Be it remembered, that heretofore, to wit, on the seventeenth day of September, eighteen hundred and fifty-three, came the plaintiff aforesaid, by his attorney, and filed in the office of the clerk of the circuit court of the United States for the district of Missouri his declaration against the defendant aforesaid, which declaration is as follows, viz:

Declaration.

UNITED STATES OF AMERICA,
District of Missouri.

In the Circuit Court of the United States for the District of Missouri.—October Term, 1853.

JEREMIAH T. BOYLE, plaintiff,
vs.
JAMES MEEGAN, def't.

Jeremiah T. Boyle, plaintiff and a citizen of the State of Kentucky and residing therein, complains of James Meegan, defendant, a citizen of the State of Missouri, and residing therein, of a plea of trespass in ejectment, for that whereas the said plaintiff, heretofore, to wit, on the first day of March, one thousand eight hundred and fifty-three, was entitled to the possession of a certain tract of land lying and being situated in the county of St. Louis, in the State of Missouri, in the district aforesaid, described as follows, to wit: Being a common-field lot in what was formerly known as the "Big Prairie" of St. Louis, and containing one arpent in front on Broadway, in the city and county aforesaid, by the depth of forty arpens, running westwardly, being the same lot of land granted by the authorities of the Spanish government to Moreau, and confirmed to his representatives by the United States, and surveyed by the officers of the United States, and known and designated as United States survey number one thousand four hundred and eighty, bounded east by Broadway, in said city and county, north by a forty arpent lot, confirmed to Vien, and known and designated as United States survey number 1481; south by a forty arpent lot, confirmed to Lerette, and known and designated as United States survey number 1479; and being so entitled to the possession thereof, the said defendant afterwards, to wit, on the second day of March, in the year one thousand eight hundred and fifty-three, entered into the said premises and unlawfully withholds the possession thereof from the plaintiff, to the

plaintiff's damage of two thousand dollars, wherefore he sues, &c.; and he avers that the said premises are of the value of twenty-five thousand dollars.

WILLIAMS, GLOVER & RICHARDSON,
Att'ys for plaintiff.

Upon the foregoing declaration the following summons issued, viz:

Summons.

MISSOURI DISTRICT, *sct.*

The President of the United States, to the Marshal of the Missouri district, greeting:

You are hereby commanded to summon James Meegan, a citizen of the State of Missouri, that he be and appear before the honorable circuit court of the United States for the district of Missouri, at the next term thereof, to be held at the city of St. Louis, in and for said district, on the first Monday of October next, then and there to answer unto Jeremiah T. Boyle, a citizen of the State of Kentucky, in a plea of trespass in ejectment, to the damage of said plaintiff two thousand dollars. Hereof fail not, and have you then there this writ.

Witness the honorable Roger B. Taney, chief justice of the
[L. S.] Supreme Court of the United States, the seventeenth day of September, A. D. 1853.

Issued at office in the city of St. Louis, under the seal of said court, the day and year last aforesaid.

BEN. F. HICKMAN,
Clerk.

Upon the foregoing summons the marshal made the following return, viz:

Marshal's Return.

I hereby certify, that I executed the within summons by reading the same, together with the copy of the declaration thereto attached, to and within the hearing of the defendant, James Meegan, in St. Louis county, Missouri, on the seventeenth day of September, 1853.

THOMAS S. BRYANT,
Marshal of the District of Missouri,
By ROB'T K. MOORE,
Oct. 3d, 1853. *Dept. Marshal.*

Afterwards, at the October term, 1853, of our United States circuit court, on Wednesday, October 5th, 1853, the following proceedings were had herein, viz:

Plea filed.

JEREMIAH T. BOYLE
agst. } Ejectment.
JAMES MEEGAN.

This day comes the defendant, by his attorney, and files his plea of not guilty in this case, which said plea is as follows, viz:

Plea.

In the Circuit Court of the United States for Missouri district—October term, 1853.

JEREMIAH T. BOYLE, plaintiff,
vs.
JAMES MEEGAN, defendant.

The said defendant comes and defends the force and injury, when, &c., and says, that he is not guilty of unlawfully withholding the premises, in the declaration described, from the plaintiff, as alleged against him; and of this he puts himself upon the country, &c.

HAIGHT & SHEPLEY,
For Deft.

Jury, and Trial progressed.

Afterwards, at the April term, 1855, of our said court, on Monday, April 9th, 1855, the following further proceedings were had herein, viz:

JEREMIAH T. BOYLE, plaintiff,
ag'st
JAMES MEEGAN, defendant. } Ejectment.

This day come the parties, by their attorneys, and this case being called for trial, and both parties being ready, it is ordered that a jury come, and thereupon comes said jury, (viz:) M. V. Harrison, R. B. Jackson, Samuel J. Finch, William Shaw, Alfred Bayse, George W. Forrest, A. H. Powell, A. J. Vaughan, Henry Bidwell, Thomas Wildbahm, Willis Nicholas, and Silas Silvers; who were sworn well and truly to try the issue joined, and the evidence in part heard, but not being concluded at the hour of adjournment, further proceedings are continued until to-morrow morning.

Trial progressed.

Tuesday, April 10th, 1855.

The following further proceedings were had herein, viz:

JEREMIAH T. BOYLE, plaintiff,
ag'st
JAMES MEEGAN, defendant. } Ejectment.

This day come the parties, by their attorneys, and the jury herein being present in court, further progress was made in this case, but not being concluded at the hour of adjournment, further proceedings are continued until to-morrow morning.

Trial finished—Verdict and Judgment for Plaintiff.

Wednesday, April 11th, 1855.

The following further proceedings were had herein:

JEREMIAH T. BOYLE, plaintiff,
ag'st
JAMES MEEGAN, defendant. } Ejectment.

This day come again the parties, by their attorneys, and the jury sworn herein all being present, and the evidence on both sides being concluded, the case was submitted to the jury, and then the said jury returned into court the following verdict: "We find the defendant guilty of the trespass and ejectment complained of, as to ⅔ths undivided of all the block of land, part of the premises demanded, lying in the city of St. Louis, bounded north by the north line of the Moreau arpent, being survey No. 1480, south by the south line of said survey, 1480, east by 7th street, west by 8th street, excepting only the two lots No. 7 in said block, as shown by the proceedings in partition between the heirs of John Mullanphy, dec'd; and we assess the plaintiff's damages, sustained by the plaintiff by the said trespass and ejectment, at the sum of ten dollars, and find the monthly value thereof to be one dollar; and the defendant is not guilty as to the residue of the premises demanded. ALFRED BAYSE, *Foreman*."

It is therefore now considered by the court that the plaintiff, Jeremiah T. Boyle, recover against the defendant, James Meegan, the portion or parcel of land as described by the jury in the verdict rendered herein by them. And it is further considered by the court, that the said plaintiff recover against the said defendant the damages and monthly damages by said jury assessed, together with the costs by him about his suit in this behalf expended, and that execution issue therefor, and that said plaintiff have his writ of possession against said defendant for the portion or parcel of land so adjudged in his favor.

Afterwards, at the term last aforesaid of our said court, on Tuesday, April 24th, 1855, the following further proceedings were had herein, viz:

Bill of Exceptions filed.

JEREMIAH T. BOYLE, plaintiff,
ag'st
JAMES MEEGAN, defendant. } Ejectment.

This day comes the defendant, by his attorney, and files his bill of exceptions in this case, which was signed, sealed, and ordered to be made part of the record in this case; which said bill of exceptions is in the words and figures following, viz:

Bill of Exceptions.

In the Circuit Court of the United States for the district of Missouri, April term, A. D. 1855.

JEREMIAH T. BOYLE
vs.
JAMES MEEGAN.

Be it remembered that on the trial of the above entitled cause, the plaintiffs, to maintain the issue on their part, gave in evidence the re-

port of Recorder Bates, recommending the confirmation of the land described in the declaration to the representatives of Francis Moreau, in the words and figures following:

Certificate of Confirmation to Moreau's Rep's.

Opinions of the recorder of land titles for Missouri Territory, as to claims entered under act of 13th June, 1812, and proven before 1st of Jan'y, 1814, as provided by the act of the 3d March, 1813, and comprehending also the claims in the late district of Arkansas, which, by act of 2d August, 1813, were permitted to be entered until 1st of Jan'y, 1814, and proven until 1st of July, 1814, together with the extensions of grants provided by 4th sec. of the act of 3d March, 1813, and confirmations under the act of 12th April, 1814.

Warrant or order of survey.	Survey.	Notice to the recorder—by whom.	Quantity.	Where situated.	Poss'n inhab. or cult'n.	Opinions of the recorder.
Prov. land book 2, p. 30.	Not platted.	Moreau's represent's.	F. 167—1 by 40 arpens.	St. Louis, out-lot.	Poss'n & cul. prior to 1803.	Confirmed—40 arpens to be surveyed.

RECORDER'S OFFICE, ST. LOUIS, MISSOURI,
November 10th, 1845.

I, Loren Spencer, recorder of land titles in the State of Missouri, do certify the above to be true extracts from book No. 1, pages No. 1 and 3, being one of the five small books, with the following endorsement on the first, and also on the fifth book, believed to be in the proper handwriting of Frederick Bates, to wit:

"These five small books are originals in the proper handwriting of the undersigned, being his decisions on land claims since the adjournment of the late board. They were arranged and fairly transcribed for report to the Commissioner of the General Land Office, but not yet recorded in the books, because they have no authority till sanctioned by Government.

"St. Louis, Nov'r 1, 1815.

"FREDERICK BATES,
"Recorder Land Titles."

LOREN SPENCER,
U. S. Recorder of Land Titles in the State of Missouri.

And also proved the confirmation of the said report and of the claims therein recommended for confirmation by act of Congress, approved April 29th, 1816. Plaintiffs also gave in evidence the survey of the land made by the Surveyor of the United States for Moreau, being survey 1480, made in October, 1826, which is in the words and figures following:

Survey 1480.

Township 45 north of the base line, range 7 east, of the 5th principal meridian, common field adjoining St. Louis.

[*For plat see original, page* 5.]

Survey No. 1480.

Surveyed for Moreau, who claims in his own right forty arpens of land in the field of St. Louis: Beginning at a stone the N. E. corner of survey No. 1479, of 40 arpens, for Lirette, from which a black oak 2 inches diameter bears S. 50° 30′ E. 22 links; thence N. 1° 30′ W. 300 chains inserted a stone for the N. E. corner of the present survey, from which the N. E. corner of a brick house bears N. 72° W.; thence N. 75° 15′ W. 119 chains 16 links, an old stone, the N. W. corner of this survey, from which a white oak 3 inches diameter bears N. 26° W. 15 links; thence S. 0° 45′ E. 300 chains to an old stone, the N. W. corner of survey No. 1479, for Lirette, from which a hickory 3 inches diameter bears S. 67° E. 7 links, and a hickory 3 inches diameter bears S. 3° E. 5 links; thence S. 75° 15′ E. with the northern boundary of said survey No. 1479, 119 chains 20 links, to the point of beginning, containing 3,438 acres, 4,041 arpens.

October 20th, 1826.

R. PAUL, *D'y S'r.*

Surveyor's Office, Saint Louis, *December 2d*, 1846.

The foregoing plat and description of survey No. 1,480 in the common field adjoining St. Louis, are correctly copied from the original plat and description of said survey on file in this office.

F. R. CONWAY,
Surveyor of the public lands in the States of Illinois and Missouri.

The land sued for is a common-field lot of one by forty arpens, bounded south by field lot of Lirette, and north by field lot of Vien, both of same quantity.

Antoine Smith's Testimony.

Antoine Smith, a witness sworn on the part of the plaintiffs, testified, (Dr. Nicholet being duly sworn, acting as interpreter,) that on the 25th of August last, he, witness, had been in St. Louis sixty-one years. When I came to St. Louis I came from Canada. I got acquainted with a man by the name of Moreau when I first came; his first name

was Francois. He was a married man. His wife was Catharine Mareschal. They had seven children, four daughters and three boys. Don't recollect precisely the names of the daughters, but know very well the names of the boys. Remembers the name of Mrs. Collin, it was Nannette; and of Mrs. Mallett, it was Angeline. One of them was married to a man of the name Sney, (Cerré.) Don't remember her name. The eldest boy was Joseph, the next was Alexander, and the next Louis Moreau. Mrs. Sney (Cerré) and Mad. Mallette were twins. Francois Moreau, the father of these children, was married when witness came here. Madame Collin was married 50 or 52 years ago. She is dead. She had no children, to my knowledge. She died at Carondolet. Thinks Madame Collin died 10 or 12 years ago. Mr. Collin, her husband, died before Madame Collin. Her husband's name was Louis. Louis Collin died in the county of St. Charles, and was buried in St. Charles. Mad. Sney (Cerré) is dead. She died about the same time Mrs. Collin died, but don't know whether before or after. She had children; don't know them. Sney's (Cerré) name was Peter. He is dead, died before Mrs. Sney. It is 48 or 50 years since Mad. Sney (Cerré) married; it was about the time of the change of government. Witness knows Francois Moreau cultivated land in the common field. Knows where the land was located. It was on the Bellefontaine road, at a place called Grange de Terre, close by the big mound. Recollects who were north and south of the Moreau tract. John Bte. Vien was on the north, and Louis Lirette on the south. The Moreau tract was this side of the Grange de Terre, and this side of the waterworks mound; means the one on the Bellefontaine road. The land is this side of the big mound. Old Mrs. Moreau died 57 or 60 years ago. The old man, Moreau, died between 53 and 54 years ago, before the change of government—it may be ten years before. The old people both died in Florissant. The old lady died before the year of the smallpox, and he the year after. The year of the smallpox might have been 7 or 8 years before the change of government. Madame Mallette is yet alive, as far as I know; she lives in Carondelet. It may be 48 or 50 years since Mrs. Mallette married. Mrs. Sney (Cerré) married about the same time. Mallette, the husband, is dead; died 7 or 8 years since. When I first came to St. Louis old man Moreau lived on the corner of Pine and Second streets. It was the father of Mad. Mallette and Mad. Sney who cultivated the lot spoken of in the common field. They cultivated the field the first year I was here; the year after that, he, the old man, went to Florissant; don't know precisely the quantity of land in cultivation by Moreau—might have been 25 or 30 arpents; Moreau himself, and his little boy, cultivated it. All three of the boys are dead; Louis died first, some 40 odd years ago, not married; he never was married. Witness thinks Helen and Angeline, the twins, were born in Florissant. When the old man, Moreau, went to Florissant he had children; can't say with certainty these children; Helen and Angeline were born there.

Being cross-examined by defend'ts, the witness said: He thinks the children were born at Florissant, because the mother died there in childbirth of those twins; witness then, at the time they were born, lived in St. Louis; at the time they were born Francois Moreau lived in Florissant; witness said he saw Francois Moreau cultivate in the common field near the Grange de Terre; can't say how long he cultivated there; was cultivating there when witness came to St. Louis; witness saw him cultivate there two years in succession, the year I came and the year after; he didn't cultivate there after he moved to Florissant, to my knowledge; witness did not see any one cultivate on the north when Moreau was there, but the line was well known as John Bte. Vien's line; John Bte. Vien was then dead; witness saw Lirette himself cultivating on the south of Moreau, the year witness came here; Lirette went the same year; witness came here in the fall to reside at Florissant; Lirette's first name was Louis; don't know about Lirette's selling the land, long before, to one Vifarene; Moreau's land was south of the old waterworks mound; the old waterworks mound was north of Gen. Ashley's; from that mound coming this way, south, there are three arpens front, and the fourth is Moreau's; recollects that when Gen. Ashley was alive, he was living close near the mound, but can't tell the distance; don't recollect when the waterworks was put on that mound; has seen the waterworks; sees it when he passes; never went up to it to look into it; has not passed it frequently since it was built, perhaps once or twice a year; has never been out to look at the land there since it was built; Mannette's first husband was Caddeau; don't know when she married him; they were not married when witness came—very far from being married; she was too young; they were married before the change of government; Caddeau is dead; died two or three years before the change of government; he was thunderstruck; that was at Florissant, and he was ploughing at the time he was killed; knows where Francois Moreau's was in Florissant; has been there, and can show the place; he had land there and cultivated it; witness has seen him cultivating there in the common field; he cultivated there till he died; John Bte. Vien was dead when witness came to the country; never saw any one cultivating on the lot south of the one in question after Lirette; never saw any one after Moreau cultivate on that lot; witness lived in St. Louis 14 years after he first came, and then went to Florissant, and has lived there ever since; witness did not live in Florissant when Francois Moreau died; went there, it may be 10 years after that; knew Joseph Moreau, the son; he cultivated here in the big field; he had a piece of land there himself; it was before and after the change of government that he cultivated there, when Francois Moreau cultivated there, (in the common-field;) his family, his sons, Joseph, Alexander, and Louis, helped him; has seen them all working there; Joseph, the oldest, was then, when he cultivated there, from 15 to 18 or 20 years old; he was already a man running after the girls; Francois Moreau, after his wife's death, remained always at the same house in Florissant; his children

lived with him; Mrs. Caddeau and Mrs. Menard were married while the old man lived; they did not live with him after marriage; the examination in chief being resumed, the witness testified: He knows where the big mound is; that is the mound he has been talking about; the Moreau arpent is the fourth south this side of the big mound; what is commonly known as Grange de Terre is the big mound; there are several little mounds, but there are none of them called Grange de Terre; old Mrs. Moreau died from childbirth; not immediately, but a little after the child was born, and that was the cause of her death; don't know of the death of any child at the time she died; is certain the twins were born at Florissant; don't recollect of her having twins at her breast, when she went to Florissant; it is witness's belief, they were born in Florissant, though not present at the time.

Peter D. Barada's Testimony.

Peter D. Barada, a witness for the plaintiffs, being duly sworn, testified: That he knew Mad. Pierre Sney, (Cerré;) she is dead; has been dead ten or eleven years; she died at Carondelet; she had children; I knew three of them; their names I now forget; the eldest, a daughter, married one Barald Lerue, I think her name was Ellen; another married Antoine Contois, and there was a young one married about four years ago; she married a European Frenchman, but I don't know his name; Mrs. Larue died; I think it a little over twelve years since she died; I was told that she had one or two children, but I never saw them; I have understood that they died directly after their mother; Mrs. Larue and her children died before Mrs. Sney, (Cerré;) the grandmother, Mrs. Mallette, now lives in Carondelet; Mrs. Mallette and Mrs. Sney (Cerré) were sisters as they always told me.

Being cross-examined by the defendants, the witness said: Peter Sney (Cerré) is dead; he died before his wife; I am not positive, whether he died before or after Mrs. Larue, nor can I say whether he died before or after Larue's children; Mrs. Mallette has lived in Carondelet since about the year '24 or thereabouts; Peter Sney (Cerré) came there about the same time, or within a short interval, and they both lived there till they died; they came there from Florissant; didn't know them in Florissant before they came to Carondelet; I did not know the children of Mrs. Larue; I knew her; they lived in this city when Mr. Larue died; she came up here directly after she married; I believe the youngest child of Mrs. Cerré married a little later than four years ago. The examination in chief being resumed, witness said, some time ago she and her husband were living in Carondelet.

John B. Pourcelli's Testimony.

The plaintiff then introduced John B. Pourcelli, who testified thus: I have known Mrs. Angelique Mallette and her husband forty years; they had children; I knew Peter Cerré and wife; I knew Cerré the year of the change of government; they had children; I knew four

daughters—one married Pierre Jeaneau, one Beralde Leroux, one Pingal, one Villeman or Willemin; they all married; the two husbands, Willeman and Pingal, are living and have children; the other husbands are dead several years ago; Leroux had two children; they are both dead, and he is dead; he was called Berald; Jeaneau and wife and children are all dead; they died of smallpox 18 or 19 years ago; Mrs. Leroux is dead; they all died before their grandmother; Mrs. Pingal is dead, leaving one child.

Cross-examined.

The Jeaneau family all died at the same time; the father died first; cannot remember exactly, to the best of my opinion, he died first; don't know whether Jeaneau had any brothers or sisters; cannot say if Mrs. Jeaneau died before her children; Mrs. Willmans is still alive; Mrs. Leroux died in year of smallpox, 18 or 19 years ago; it was before her grandmother died; Mrs. Pingal died two or three years ago, leaving one child, who is still alive, and is two or three years old; Pingal, the husband, is still alive.

The plaintiffs then gave in evidence the following certificates of the death of Sylvester Berald, Antoine Mallette, Mary Collin, Louis Collin, and Peter Cerré and wife, as follows:

Certificates of death of Sylvester Berald, Antoine Mallette, Mary Collin, Louis Collin, and Peter Cerré and wife.

On the twenty-fifth of January, 1835, the Rev. p. h. Borgua, priest, made two sepultures which are recorded in the register of the Cathedral Catholic church, the latter being in the following words: On the same day, I, the undersigned, performed the rites of church burial on the corpse of Sylvester Berald, aged four years. Ph. BORGUA.

I, the undersigned, having charge of the registers of the Cathedral Catholic church of St. Louis, which registers are required to be kept by the ecclesiastical law in each parish, I do certify, that the above extract from the register of sepulture, and in relation of Sylvester Berald, is truly and verbatim transcribed from the said register of sepultures.

St. Louis, 7th January, 1851.

EDM. SAULNIER.

Sworn to and subscribed before me, this 7th January, 1851.

M. G. CERRÉ, *Clerk*.

L'an mil huit cent quarante-deux, et le dix-neuf Avril, nous, soussigné, avont donné la sepulture ecclésiastique à Antoine Mallet, âgé d'environ soixante ans.

JACQUES FONTBONNE, *Prêtre*.

Le sept de Novembre, mil huit cent quarante, je, soussigné, ai donné la sepulture ecclésiastique à Marie Collin, âgé d'environ soixante-dix ans, administrée des sacrements de notre ste. mère l'Eglite Catholique.

EDM. SAULNIER, *Prêtre*.

Le vingt-neuf de May, mil huit cent quarante et un, je, soussigné, ai donné la sepulture ecclésiastique à Hélène Sney, femme de Pierre Sney, administrée de tout les sacrements, âgée de cinquante ans.

EDM. SAULNIER, *Prêtre*.

Le onze de Avril, mil huit cent trente-sept, je, soussigné, ai donné la sepulture ecclésiastique à Pierre Sney, administré du sacrement de pénitence seulement, Canadién de nation, âgé de soixante ans environ.

EDM. SAULINER, *Prêtre*.

I, the undersigned, pastor of Carondelet, county of Saint Louis, State of Missouri, (ex facto et virtute mearum functionum curialium,) keeper of the baptismal, death and matrimonial records of the Catholic church of said town, (said records being preserved in every Catholic church by ecclesiastical law,) do hereby certify, that the four above entries are truly copied out, and transcribed verbatim from the records of the Catholic church of Carondelet, county of St. Louis, State of Missouri.

St. Louis, Mo., May 12th, 1846.

ANT'E THIBAUDIER, *Priest*.

Sworn to and subscribed before me, the undersigned, a justice of the peace in and for the county of St. Louis, State of Missouri, this fourteenth day of May, anno Domini eighteen hundred and forty-six.

FRED. KRECHMAR, *Justice of the Peace*.

The plaintiffs then read in evidence the sheriff's deed, dated 24th February, 1853; it is in the words and figures following, to wit:

Sheriff's deed to Jeremiah T. Boyle.

To all to whom these presents shall come, I, John M. Wimer, sheriff of the county of St. Louis, State of Missouri, send greeting:

Whereas, on the twenty-third day of January, in the year of our Lord one thousand eight hundred and fifty-two, a judgment was rendered in the St. Louis circuit court in favor of David Clary and William Waddingham, against Angelique Mallette, Pierre Willemin and Melanie Cerré, his wife, Felix Pingal and Josephine Cerré, his wife, by her guardian, Joseph Cortois, for the sum of four hundred and fifty-five dollars and thirty-one cents; upon which judgment a writ of fieri facias issued from the clerk's office of said court, in favor of the said David Clary and William Waddingham against the said Angelique Mallette, Pierre Willemin and Melanie Cerré, his wife, Felix Pingal and Josephine Cerré, his wife, by her guardian, Joseph Cortois, dated the twenty-eighth day of January, A. D. 1853, directed to the sheriff of the county of St. Louis, and was to me, the said sheriff, delivered, a copy whereof is hereto annexed, and makes part of this deed.

By virtue of which said writ of fieri facias, I, the said sheriff, did on the twenty-eighth day of January, A. D. 1853, levy upon and seize all the right, title, interest, claim, estate, and property of the said Angelique Mallette, Pierre Willemin and Melanie Cerré, his wife, Felix

Pingal and Josephine Cerré, his wife, of, in, and to the following described real estate, to wit:

A tract of land lying in the county of St. Louis, and State of Missouri, being a common-field lot in what was formerly known as the Big Prairie of St. Louis, and containing one arpent in front on Broadway, by the depth of forty arpens, running westwardly, being the same lot of land granted by the authorities of the Spanish government to Moreau, and confirmed to his representatives by the Government of the United States, and surveyed by the officers of the United States, and known and designated as United States survey No. one thousand four hundred and eighty, (1480,) and bounded east by Broadway in the city of St. Louis; north by a forty arpen lot confirmed to Vien, and known and designated as United States survey number one thousand four hundred and eighty-one; south by a forty arpen lot confirmed to Lirette, and known and designated as United States survey number one thousand four hundred and seventy-nine, (1479;) and having, previously to the day of sale hereinafter mentioned, given at least twenty days' notice of the time and place of sale, and of the real estate to be sold, and where situated as the law directs, by advertisement in the Missouri Democrat, a newspaper printed in said county of St. Louis, a copy of which said advertisement is hereto annexed, and makes part of this deed; by virtue of which said writ of fieri facias and advertisement, I did, on the nineteenth day of February, in the year of our Lord eighteen hundred and fifty-three, between the hours of nine in the forenoon, and five in the afternoon of that day, agreeably to said advertisement, at the court-house door, in the city of St. Louis, during the November term of the circuit court of St. Louis county, for the year eighteen hundred and fifty-two, expose to sale, at public auction, for ready money, all the right, title, claim, interest, estate, and property of the said Angelique Mallette, Pierre Willemin and Melanie Cerré, his wife, Felix Pingal and Josephine Cerré, his wife, of, in, and to the above described real estate, together with all rights, privileges, and appurtenances thereunto belonging; and Jeremiah T. Boyle being the highest and last bidder for said real estate, at the price and sum of five hundred and thirty-five dollars, the same was stricken off and sold to the said Jeremiah T. Boyle for that sum:

Now, therefore, know ye, that in consideration of the premises, and of the said sum of five hundred and thirty-five dollars to me in hand paid by the said Jeremiah T. Boyle, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested, by law, I, John M. Wimer, sheriff as aforesaid, do hereby assign, transfer, and convey to him, the said Jeremiah T. Boyle, all the right, title, interest, claim, estate, and property of them, the said Angelique Mallette, Pierre Willemin and Melanie Cerré, his wife, Felix Pingal and Josephine Cerré, his wife, of, in, and to the above mentioned and described property, that I might sell as sheriff as aforesaid, by virtue of the aforesaid writ of fieri facias and advertisement: To have and to hold the same,

to him, the said Jeremiah T. Boyle, and his heirs and assigns forever, with all rights, privileges, and appurtenances thereto belonging.

In testimony whereof, I, John M. Wimer, sheriff of the county of St. Louis, have hereunto set my hand and seal, this twenty-fourth day of February, in the year of our Lord one thousand eight hundred and fifty-three.

JNO. M. WIMER, *Sheriff*. [L. S.]

The State of Missouri, to the Sheriff of the county of St. Louis, greeting:

Whereas David Clary and William Waddingham, on the twenty-third day of January, eighteen hundred and fifty-two, at our St. Louis circuit court, recovered against Angelique Mallette, Pierre Willemin, and Melanie Cerré, his wife, Josephine Cerré, and her husband, Felix Pingal, a minor, by her guardian, Antoine Courtois, the sum of four hundred and fifty-five dollars and thirty-one cents, for their costs and charges by them about their suit expended, which to the said defendants were adjudged, as appears to us of record: These command you again, that of the goods, chattels, and real estate of said Angelique Mallette, Pierre Willemin, and Melanie Cerré, his wife, Josephine Cerré, and her husband, Felix Pingal, a minor, by her guardian, Antoine Courtois, you cause to be made the costs aforesaid, and that you have the same before the judge of our said court, on the third Monday of April next, and that you certify to our said judge how you execute this writ, and have you then there this writ.

Witness Michael S. Cerré, clerk of said court, with the seal thereof hereto affixed, at office at St. Louis, this 28th day of January, in the year of our Lord one thousand eight hundred and fifty-three.

[SEAL.]

M. S. CERRE,
Clerk C. C.

Sheriff's Sale.

By authority of an execution issued from the office of the clerk of the St. Louis circuit court, returnable to the April term, 1853, of the said court, in favor of David Clary and William Waddingham, against Angelique Mallette, Pierre Willemin, and Melanie Cerré, his wife, Felix Pingal, and Josephine Cerré, his wife, by her guardian, Joseph Courtois, to me directed, I have levied upon and taken as the property of the said Angelique Mallette, Pierre Willemin, and Melanie Cerré, his wife, Felix Pingal, and Josephine Cerré, his wife, the following described real estate, to wit: a tract of land lying in the county of St. Louis, and State of Missouri, being a common-field lot in what was formerly known as the Big Prairie of St. Louis, and containing one arpent in front on Broadway, by the depth of forty arpens, running westwardly, being the same lot of land granted by the authorities of the Spanish government to Moreau, and confirmed to his representatives by the Government of the United States, and surveyed by the officers of the United States, and known and designated as United

States survey No. 1480, and bounded east by Broadway, in the city of St. Louis; north by a forty arpent lot confirmed to Vien, and known and designated as United States survey No. 1481; south by a forty arpent lot, confirmed to Lirette, and known and designated as United States survey No. 1479; and west by land of others unknown; and will on Saturday, the nineteenth day of February, 1853, between the hours of nine in the forenoon and five in the afternoon of that day, at the north front door of the court-house, in the city and county of St. Louis, State of Missouri, sell all the right, title, interest, claim, estate, and property of the said Angelique Mallette, Pierre Willemin, and Melanie Cerré, his wife, Felix Pingal, and Josephine Cerré, his wife, of, in, and to the above described real estate, to the highest bidder for cash, to satisfy said execution.

JOHN M. WIMER, *Sheriff*.

Jan. 29, 1853.

STATE OF MISSOURI,
County of St. Louis, ss:

In the St. Louis Circuit Court, November term, 1852—February 24th, 1853.

Be it remembered that on this twenty-fourth day of February, eighteen hundred and fifty-three, in open court came John M. Wimer, esquire, sheriff of the county aforesaid, and acknowledged the execution of the foregoing deed, by him as sheriff as aforesaid, to Jeremiah T. Boyle, which said acknowledgment is entered on the record of the court of that day.

In testimony whereof, I hereto set my hand and affix the [SEAL.] seal of said court, at office, in the city of St. Louis, the day and year last aforesaid.

M. S. CERRE, *Clerk*.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, certify that the foregoing instrument of writing was filed for record in my office May 12th, 1853, and is truly recorded in book 2d, p. 255.

[L. S.] Witness my hand and official seal the date aforesaid.

S. D. BARLOW, *Recorder*.

The plaintiff then proved by William H. Cozzens, that defendant *were* in possession of the premises described by the verdict, and had been in possession thereof since 1839. The annual rent of same is from 25 to $50 per acre; it was admitted that the premises are worth 5,000 dollars. The defendants then proved, that in the summer of 1820 John Mullanphy built a small brick house, which stands partly on the premises sued for, and partly on one of the common-field lots confirmed to Vien, and adjoining the Moreau lot on the north; said house stood, and still stands about 150 feet west of the east line of the

Moreau tract; that the house was completed in the fall of 1820, and soon after its completion John Mullanphy fenced up three or four acres of ground, including the house in the enclosure *the enclosure;* the southern fence of the enclosure two or three hundred feet south of the house; the eastern on the east line of the tract; the northern some hundreds of feet north of the north line of the tract, and the western some two or three hundred feet west of the house; that in 1822 or 1823 Mullanphy enclosed 15 or 20 acres more land, extending west some 6 or 8 arpens from the east line of the Moreau tract, and north some four or five arpens; that in 1835 or '6 John O'Fallon, the ex'r of John Mullanphy, got Waddingham to enclose all the vacant land claimed by the estate of Mullanphy in that neighborhood; and Waddingham's enclosure included all the land sued for which had not been enclosed before, and Waddingham held possession of it until the fence fell down, in 1846 or 1847, after the partition of the land among the heirs of Mullanphy; that soon after the said house was completed Mullanphy rented it and the enclosure about it to a tenant, and when the second enclosure was completed it also was rented; that said house and enclosures were rented to different persons, from time to time, and were occupied, with occasional intervals, sometimes of several months; that after the fence fell down about Waddingham's enclosure, that part of the tract included in it lay vacant and unenclosed for a year or two, when portions of it were enclosed by the heirs of Mullanphy. The fences about the enclosures of Waddingham's, to the east line of the tract, were thrown down a year or two before Waddingham's fence, and in 1846 or 1847 two or three houses were built, by lessees of the heirs of Mullanphy, between the line of Waddingham's fence and Broadway, on the eastern line of the tract.

John O'Fallon's Testimony.

John O'Fallon, a witness for the defendants, was shown by defendants' counsel a paper purporting to be a deed from the heirs of Francis Moreau to Pierre Chouteau, sen., and witness stated that he had seen it before. Plaintiffs objected to any oral proof of the deed shown to witness, which objection was overruled by the court, and plaintiff then and there excepted to the decision of the court in that behalf. The witness proceeded, and stated that he became executor of John Mullanphy in 1833, and the paper shown him was received among the other papers of John Mullanphy, and at the same time; that he got the papers at the residence of Mullanphy, and that Judge Mullanphy (son of the deceased) was the most officious person in delivering the papers to witness; that the title papers of Mullanphy were taken out of a trunk and delivered to witness, and he found the deed in question in a bundle of deeds relating to lands belonging to the estate.

Dr. Samuel McGill's Testimony.

Dr. Samuel McGill, a witness for the defendants, being duly sworn, testified that he has seen this deed before, (the aforesaid deed being

placed in his hands;) think that it is in the handwriting of Squire Guiol; my reason for so thinking is, that I have seen him write; have seen his writing, and know his signature; Guiol was a justice of the peace; I have looked the body of the deed through; the signatures of Antoine Mallette and Riene Cerré are, I think, in the same handwriting as the body of the deed, and also that of Joseph Moreau; the signature of Marie Colin is in the handwriting of Louis Colin, her husband; have seen him write, and know his handwriting well; the signature of Joseph Menard, Joseph Ortize, Orro Menard and Leonora Ortize are in the handwriting of Thomas R. Musick; I know his writing; he was a justice of the peace under the territorial government, and continued such up to the State government. The signature of Ellen Moreau, wife of Riene Cerré is in the handwriting of Ebnz. K. Hawley; Hawley was formerly a justice of the peace in Florissant, though, I think, not acting at the date of the deed; he moved from St. Louis to Ohio, and settled somewhere near Cincinnati; I think, in the neighborhood of Hamilton; he moved some time after the State government took place—probably some years after; I don't know who wrote the other signatures to the deed; the certificate is in the handwriting of Thomas R. Music; I have seen him write; he lived three miles west of Florissant, on the road to St. Charles; he is now dead; Mallette, at that time, in 1818, lived in Florissant, on what was then called Church street; I then lived there; I have lived there since 6 July, 1812; Joseph Ortize and wife, and Joseph Menard and wife lived in the same place, but Menard afterwards moved into the country; Joseph Menard was nephew of old Mrs. Cerré; I did not know his father; I knew Joseph Menard and wife, Antoine Mallette and wife, Madam Colin and her husband, Louis Colin, Joseph Moreau and his wife, Alexis Moreau and his wife, Joseph Ortiz and his wife, and Pierre Cerré and his wife; I knew all the signatures to this deed, but was not particularly acquainted with Alexis and his wife; they had then but lately come from below; Joseph Moreau lived at Florissant for several years after I came to the country, and was married; he went, in the spring of 1819, to the lower country, with his brother, Alexis Moreau; I recollect they were here in the cold winter when there was snow on the ground; don't know of their ever returning after they went away; Alexis Moreau came up here sometime in the summer of 1818; the wife of Alexis was here with him, and they were in Florissant; Joseph Moreau was there and made his home there, from the time I came from the country till he went away; as I understood, Joseph Moreau left the country, through the persuasion of his brother Alexis; Joseph did not take his wife with him, but, as I understood, took another woman; I can't say positively how long it is since Musick died, but think it is some 6 or 8 years or more; Grubb lived, so far as I know, in St. Louis till he died; the last time time I saw him he was in St. Louis; I have understood he is dead.

John B. Sarpy's Evidence.

John B. Sarpy testified, that he knew the handwriting of F. M. Guiol, and the whole of the body of the paper purporting to be a deed from the heirs of Moreau to Pierre Chouteau, sen., is in Guiol's handwriting, and so also is the interlineation and the memorandum about it at the bottom of the deed; that the names of Antoine Mallette, Pronée Coéne, Joseph Moreau, Osiete André, Angelique Moreau, and Ellen Moreau, are in Guiol's handwriting; that the words at the foot of the deed, "signed and sealed in presence of," are also in Guiol's hand; so also are the words "la marque" and "his mark" to the respective signatures which are in Guiol's writing; that Guiol was a man of good repute and business qualifications, and sustained a high character for uprightness and integrity; that witness saw Guiol in New Orleans in December, 1843, in January, 1844, and he died two or three years after that time. Witness also knew Louis Collin, and went to school to him, and the signature of "Maria Coslin" to such deed in his handwriting; that the body of the writing of the paper purporting to be a deed from René Reaume and Marelline, his wife, to Pierre Chouteau, sen., and the certificate of acknowledgment thereof, are in the handwriting of Rapharel Widen, and the signatures of the witnesses thereto are in the proper handwriting of Raphael Widen and Pruné Mernand, who both died in the year 1845.

Testimony of Pierre Chouteau, jr.

Pierre Chouteau, jr., testified that he was the son of Pierre Chouteau, sen., who was commonly called Cadelle; that he died in 1849, and for the last 8 or 10 years of his life was of *froie* memory, and often confounded dates and facts, but his understanding was sound. The family were averse to his giving his deposition for fear of his committing mistakes, though his deposition was taken in several suits in the last 3 or 4 years of his life. That Antoine Malette, and other signers of the deed to his father, had been in his father's employment up to 1804, and were generally in his debt.

Deposition of O. St. Andre.

Outer St. André, widow of Alexander Moreau, of lawful age, being produced, sworn, and examined on the part of the defendants, deposeth and saith, she lives on Cave *Kieur* adjoining the plantation of *Ursola* Garcia; that she is the widow of Alexis Moreau, who died at Natches the year of the former cholera in this country, and that Joseph Moreau was the brother of her husband, and that she and her husband, Alexis Moreau, lived in Louisiana three or four years before the year eighteen hundred and eighteen; that at that time he, Alexis Moreau, received a letter at New Orleans from Coddé Chouteau, requesting him to go to St. Louis; that he made a voyage to St. Louis in the summer of 1818; that one of her children was sick when they got to St. Genevieve, and that she landed there and remained some time; Alexis

Moreau kept on to St. Louis with his boat; and that Joseph Moreau came for her to St. Genevieve, and took her up to St. Louis in a small boat. When she got up to St. Louis her husband and Joseph Moreau told her that they had sold their tract of land to Pierre Chouteau, commonly called Caddle Chouteau, and told her the price that he, Alexis Moreau, was to get for his part. Her husband and Caddle Chouteau asked her to sign the deed containing the sale, but that she thought Caddle Chouteau was giving Alexis Moreau too little, and therefore refused to sign it; she recollects that Caddé Chouteau offered her a dress if she would sign it; she remained some time without doing so; she then at length signed it. Alexis Moreau provoked her by telling her that the property *came by his property* came by his father, and not by her, and that the other parties had, as heirs, already signed it, and being vexed she then signed the sale. Alexis Moreau employed himself in selling goods that he had taken with him from Louisiana; that she recollects her sisters in law, Angellique Moreau, Antoine Mallette, and Ellenor Helen Moreau, who was married to Pierre Cerré; that she saw them all there on that *try;* that on having read to her the copy marked A of a deed of sale, copy above, hereto annexed, from the heirs of Francois Moreau to Pierre Chouteau, she recollects all the names of signers, except Marie Coslin, and perhaps she would know her, under some other name; she did not see the others sign; does not recollect who was present when she signed, except her husband and Caddé Chouteau; she states that her husband had more property than all his brothers and sisters at that time; the others were poor; that, a few days before she left St. Louis, she made a visit up to Florissant, where Joseph Moreau lived, as well as she remembers, about Christmas holidays of that year; they started in a keel boat for Louisiana from St. Louis, herself, husband, and Joseph Moreau, and Julia Lovialette and her children; that Joseph Moreau brought his household furniture along, and had left that country permanently, and has never returned since; he died about two or three years ago in this country; that neither herself nor Mr. Alexis Moreau has returned there since; that she understood from the Moreau's that their father's name was Francois Moreau, and died up there; that this was the only trip she ever made up there; that she owns a plantation here on Cove river; she does not knowing else *in* consequence in this matter.

OSITTE ST. $\overset{\text{ma}}{\underset{\text{marque.}}{\bowtie}}$ ANDRE.

Defendants also offered to read in evidence the deposition of Joseph Aubuchon, John B. Charleville, Octave Raschal, Michael Bonlet, and Louis Julien Raschal, as follows:

J. Aubuckon's Deposition.

Joseph Aubuckon, sen'r, of lawful age, being produced, sworn and examined, on the part of the defendants, deposeth and saith, he is in (his) eighty-fourth year; has resided in the village of Florissant fifty-three years; knew Angellique Mallette and Helena Sney; they were

the daughters of Francois Moreau; Angelique married Antoine Mallette; Helen married Pierre Sney; knew Antoine Mallette and Pierre Sney, well; had conversation with said Mallette and Sney, who said they had sold their lands in St. Louis, near the Grange de Terre, to Pierre Chouteau; they, the said Mallette and Sney, stated that the land belonged to the estate of Francois Moreau; that said Sney sold said land previous to the said Mallette's selling; but the deeds, if any, may have been made on the same day; that said Mallette resided on the opposite side of the street from him at the time, in the village of Florissant; that the said Sney resided in the village of Florissant when the said Sney, and *when the said Sney* took their wives with them to St. Louis to sell their lands; seen them start, and seen them return; they went in carts; upon their return to the village of Florissant, seen goods in Mallette's cart; said Mallette told him he had sold his lands on that day; said Sney afterwards told him he had sold his lands; they both stated they had sold to Chouteau; that their wives were never present at any conversation about said lands, that he recollects of; that he never had any conversation with their wives about said lands; his recollection is clear about the conversation with said Mallette and Sney about said lands. Cross-examined by James Minford, atty. for plff.: That said conversation with Mallette and Sney, thirty years ago or more; does not recollect whether it was before or after the war, late war with Great Britain; that said conversation took place long after the Americans took possession of the country; knows that Moreau owned lands in the common fields of St. Ferdinand; that said Moreau's property, as he was informed at the time, was sold to pay his debts; can't state who purchased property at the sale; never heard Mallette or Sney state that they owned lands in the common fields of St. Ferdinand at that time, and the land they sold was in St. Louis; his age or infirmity has not impaired his recollection of things that happened about that time; that the difference in time of sale made by said Sney and Mallette might have been a week or two, more or less; never heard the wives of Sney or Mallette say they had sold lands to Chouteau; knew Francois Moreau, from the first year that I came to the country; never heard him say that he had any lands in or about St. Louis; if said Moreau owned any lands in or near the city of St. Louis, does not know it or where they were, only as he heard from Mallette and Sney; heard it said that Moreau owned a block or lot in the city of St. Louis, but does not know what part of the city; has never heard that Sney or Mallette sold any other lands in and about St. Louis, other than those sold to Chouteau as above stated; never heard Joseph Moreau claiming any lands belonging to his father in the city of St. Louis; has heard there was a suit by various persons about said land; does not know to whom he first told that Sney and Mallette said they had sold their lands to Chouteau, but has told it often. His eyesight is very bad; does not write his name.

(Signed) JOSEPH his ✕ mark AUBUCHON, Sr.

J. B. Charleville's Deposition.

John B. Charleville, of lawful age, being produced, sworn, and examined on the part of defendants, deposeth and saith: He is a native of St. Louis, came to reside here in 1823, and has lived in this parish since, and is now 51 years of age; knew Joseph Moreau from Missouri, who recently died here; Joseph Moreau told him he was from Florissant; knew Alexis Moreau, his brother, from same place; knew the widow of Alexis Moreau who is now living at Cone river in this parish, and owns a plantation adjoining to that of Nicholas Gracia; recollects that about the fall of 1818, Alexis Moreau came to St. Louis from Louisiana, and hired a house for some weeks belonging to witness's grandmother, widow Baptista Charleville, and was selling some articles he brought from Louisiana, amongst others some crockery ware; when he first came there he said he left his wife at S'te Genevieve; don't recollect hearing him say any thing of having sold his property to Chouteau; after selling some goods there, he, Alexis Moreau, came down to Louisiana; witness recollects his hiring one Charles Goby, a Canadian; and John Baptiste Charleville, a son of witness's uncle, thinks Alexis Moreau's wife came with him, and his brother Joseph Moreau, as the latter told him; he brought Julia Laviolette with him, and left his own wife in Missouri, and never went back there; this was some time after Alexis Moreau rented the house; witness knew some Mallettes there, but has no distinct recollection of them; did not know the other relations of Alexis Moreau; Alexis Moreau has been dead many years; Joseph Moreau died here very poor; never knew *knew* of his owning property in Missouri after he left there; witness has contributed to his support as a countryman of his; and he further saith not.

JOHN B. CHARLEVILLE.

Octave Rachel's Deposition.

Octave Rachel, of lawful age, produced, sworn, and examined on part of the defendants, deposeth and saith: He says that he recollects that he went up with Alexis Moreau in the summer of 1818, as well as he remembers; the wife of Alexis was on board; heard Alexis Moreau say he intended to sell his land to Caddie Chouteau, and heard him say afterwards he had done so; they remained there till after Christmas at St. Louis, as he remembers spending it there; he came down with them in the keel boat again; and Joseph Moreau, his brother, came with them and brought Julia Loviolette with him; Joseph Moreau had the appearance of leaving there for good, as he brought with him a couple of beds, cooking utensils, &c., (menage;) they came down to the mouth of Red river, and then up here, and from there got here in the early part of spring when people here began to plough; Joseph Moreau never went back there; lived here poor until he died; did not make much acquaintance of the other Moreaus; recollects seeing Antoine Mallette and his wife; does not recollect hearing any of them say any thing about their affairs, except what Alexis

said; Alexis Moreau has been many years dead; his widow lives on Cone river, in this parish; she has a plantation there of her own; he recollects that Madam Alexis Moreau landed at St. Genevieve as they went up, and remained there some time, and afterwards joined them at St. Louis; he recollects seeing Caddie Chouteau and Alexis Moreau together a couple of times there; one of these times was at the house of Antoine Mallette, and his wife did not pay any attention to what they were doing or saying there; before this time Alexis Moreau had lived in Louisiana many years; he took up some merchandise with him in his keel boat that voyage; he knew nothing further of any consequence.

(Signed) his OCTAVE ⋈ RACHAL. mark.

M. Boulet's Deposition.

Michael Boulet, of lawful age, produced, sworn, and examined on the part of the defendants, deposeth and saith: That he has been living here since the year 1822; when he came he made the acquaintance of Joseph Moreau and Alexis Moreau, whom he found living here; that he *is* been a long time intimate with Joseph Moreau as a neighbor; that witness has kept him at his house while Joseph Moreau was sick; that he told him about his affairs; told him that he had left his wife in Missouri, and had brought with him here a woman called Julia Loviolette; Joseph Moreau has died here, and lived in a destitute condition; he never told witness that he left any property in Missouri; that witness recollects that about four years ago a man came here from St. Louis, and proposed in witness's presence to buy some property or lands that he said Joseph Moreau had there; Joseph Moreau told him that he had no property there; this man then insisted that he should convey such rights that he had there at all hazards, and that it was not his business; they then went together towards Clintonsville; Moreau afterwards told him that he had made a sale to that man, who paid him the money for it, and his expenses going to make the sale at Natchitoches; and further he says that he knows nothing of importance.

his MICHAEL ⋈ BRULETTE. mark.

Louis J. Rachal's Deposition.

Louis Julian Rachal, of lawful age, produced, sworn, and examined on the part of the defendant, deposeth and saith: That he knew Joseph Moreau nearly thirty years; was always very poor; witness has frequently supported him; and two occasions gave him a horse to ride, made him a present of the horses; he was communicative to witness about his affairs; he mentioned and spoke of a claim which Catharine Chevette had in Missouri; Catharine was the daughter of the woman that Joseph Moreau lived with; this woman's name was Julia Loviolette; he never told witness that he had any property in Missouri; he

spoke frequently of Caddé Chouteau, as a great friend of his, and that he had employed him as a voyager; that he told him when his father died, that he made a claim in relation to the succession, and that the Spanish officer or commandant put him in prison, and that Cadde Chouteau had him taken out of prison; that Alexis Moreau has been dead several years; that his widow lives here on Cone river, in this parish; that Joseph Moreau has been dead about three years; and further saith not.

his
LOUIS JULIEN ⋈ RACHAL.
mark.

A. Gamble's Testimony.

Judge Archibald Gamble testified, that in 1822 he was recorder of deeds in St. Louis county; that the endorsement in the words "Heirs of Moreau to Chouteau," in the deed from Moreau's heirs to Pierre Chouteau, senior, is in the hand of Squire Guiol; the endorsement of the words "for Mr. Mullanphy" is in the handwriting of Ewell Baker, who was a deputy in the office at the time the deed was recorded, and the words indicated that the deed was to be delivered to Mullanphy; words endorsed on the same paper, "near the Big Mound," are in the handwriting of witness. Defendants also proved, that Joseph Moreau, in the fall or winter of 1818 and 1819, left Missouri for the lower country, where he died. Defendants offered in evidence a deed from Pierre Chouteau, sen., and wife, to John Mullanphy, as follows:

Deed from P. Chouteau, sr., and wife to John Mullanphy.

Qu'el soit connu a tous ceux qui ces presentes verront que nous soussignés et scellés Pierre Chouteau, père, et Brigitte Sancie, son épouse, de la ville de St. Louis, Territoire du Missouri, pour prix et en consideration de la somme quinze cent gourdes argent legal des Etats-Unis, qui nous ont été bien et dument payez, avant la signature du present acte par le sieur John Mullanphy, de la ville et comté de St. Louis, Territoire cy-dessus dit, ainsi que nous le reconnoissus par ses présentes et dont enus tenons quitte et dechargeons dès a présent et pour toujours, le dit Sieur John Mullanphy ses heirs, on ayant causes nous avons vendu, cedé, transporté, et abandonné esume de fait, et par ces présentes nous vendons, cedons, transportons et abandonnons, au dit Sieur John Mullanphy un certain morceau de terre seis et situé au nord de la ville de St. Louis, a l'en droit ammuriment appellé la Grange de Terre, ayant deux arpens de front sur quarante arpens de profondeur, sur quatre-vingt arpens en superficie; borni au nord par une terre appartenant au dit John Mullanphy, at au sud par une terre anciennement concedé par le gouvernement Espagnol au Sr. Louis Lirette, vendue par le dit Lirette au Sieur Nefarrenné, et par les heritiers du dit Nefarrenne a nous, sus dits vendeurs, les quels sur dits deux arpens nous appartienment les ayant acquit; savoir un arpent des heritiers du Sr. Francois Moreau, et l'autre arpent du Sr. J. Bte. Vien, asuri qu'il est esurtate par acte de vente recordé en l'office du clerk du comté de

St. Louis, livre F, page trois cent quatre-vingt cinq, ainsi que tous les droits prévileges et dependances qui appartienment ou peuvent appartenier aux deux arpens sur quarante cy-dessus décrit et vendus les garantissant libre de tous dons, dettes, donaires, hypotheques, et de tous autres empêchements généralement quel evique pour par le dit Sieur John Mullanphy ses heirs, on ayante causes avoir et posseder les sudits quatre-vingt arpens en pleine et entiere propriété, et connu d'une chose par lui légitimement acquise. Plus pour et en vertu de la consideration sur mentionnée, nous sus dits Pierre Chouteau, père, et Brigitte Sancie, son épouse, nous vendons, cedons et transportons au dit Sr. John Mullanphy tous les droits, titres, actions, interet et propriété que nous avons ou pouvons avoir sur un certain morceau de terre, ayant un arpent sur quarante de profondeur et touchant au nord le morceau de terre cy-dessus décrit et vendu lequel a été originairement concedé au Sr. Louis Lirette, transporté par lui au Sr. Nifarenne, et que nous avons acquit des heritiers du dit Nifarrenne. Pour le Sieur John Mullanphy ses heirs, en ayant causes avoir et posseder les sus dits quarante arpens en superficie, ainsi que nous aurions per le faire nous memes, en vertu de l'acte de vente qui nous en a été passé; le garantissant emers et contre nous, nos hoirs, administrateurs ou executeurs, libre de tous dons, dettes, donaires et hypotheques, mais sans aucune autre garantie quelconque. En foi de quoi, nous sudits Pierre Chouteau, père, et Brigitte Sancie, son épouse, avons signé et scellé le present acte à St. Louis, ce trente Octobre, de l'année de notre Seigneur mil huit cent dix neuf.

P. CHOUTEAU, [L. S.]
SANCIE CHOUTEAU, [L. S.]

Signé, scellé, et delivré en presence de
P. PROVENCHERE,
JER'AH CONNER.

TERRITORY OF MISSOURI,
County of St. Louis, ss:

Be it remembered that on this thirtieth day of October, one thousand eight hundred and nineteen, personally appeared before me, the subscriber, one of the justices of the peace in and for the county aforesaid, Peter Chouteau, sr., and Brigitte Sancié, his wife, and acknowledged the aforegoing instrument of writing to be their and each of their act and deed, by them signed and sealed, for the purposes therein contained. And the said Brigitte Sancié, wife of said Peter Chouteau, sr., being first by me examined separately and apart from her said husband, declares that she executed the same freely and voluntarily, without restraint, constraint, or undue influence of her aforesaid husband.

Given under my hand and seal the day and year above written.

JERE'H CONNER, [SEAL.]
Justice of the Peace.

Recorded this 1st November, 1819.

ARCH'D GAMBLE, *Clerk.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, do hereby certify the foregoing to be a full and complete copy of an instrument of writing, and also of the certificate of acknowledgment, and of the date of recording thereof, as fully as the same remains recorded in my office, in book H, pages 523 and 524.

Given under my hand and official seal, at St. Louis, the 20th day of January, A. D. 1849.

[L. S.]

S. D. BARLOW,
Recorder.

Defendants then offered to read in evidence the original deed from the heirs of Moreau to Pierre Chouteau, sr., together with all the certificates and memoranda therein, as follows:

Original Deed from Moreau's Heirs to Pierre Chouteau, sr.

Sachant tous qui ces presentes verront que nous soussignes, Joseph Hortiz et Elénor, mon épouse, Joseph Menard et Aurone Esely, mon épouse, Pierre Cerré et Helene Moreau, mon épouse, Antoine Mallett et Angelique Moreau, mon épouse, Manette Moreau, Joseph Moreau, Alexis Moreau et Osille, mon épouse, leurs heritiers de Francois Moreau, decédé, pour et en consideration d'une somme d'argent qui nous a été il y'a quelque terms paye à notée plurie et entierro satisfaction por Mr. René Chouteau, senior, en ausie pour la somme d'une piastre argent legal des Etats-Unis, qui mons a été payée a eyaeur de nous avant la signature des ces presentes, et dont par ces presentes nous donnons pleine entiere quittance au dit René Chouteau, et le dechargeons, lui ses héritiers hoirs ou eyant cause, nous avons vendée, cedé, quitté delaisse, abandonne et transporte, comme de foit et par ces presentes nous vendons, cedons, quittons delaissons, abandonnons et transportons au dit Reiné Chouteau, senior, ses héritiers hoirs au ayant cause, tous et chacun de nos droits, titres, actions, et pretentions quelquelles puissant étre tout en loi connu en cour d'equité que nous ou bien de nous pourrons avoir, ou peut avoir à un certain morceau de terré, situé au nord de la ville St. Louis, dans le Territoire du Missouri; le dit morceau de terré contenant un arpent de front sur quarante arpens de profondeur, le front borné et determinie par la ligne au trail quané de toutes terrés situeas par la même ligne de front, au sud par la terré concedée a Linette, au nord par une terré concedée à Vien, et aujourd, hui la propriété du dit Pierre Chouteau, et â l'ouest par les terrés vacantes, garrantissant la ditre terré libre de tous dons, dettes, donaires ou hypotheque, et la garrantissent chacun de nous en particuliers et avec notres épouse contre nos héritiers, ou ayant cause tant en loi comme en cour d'équite; en foi de quoi, nous les parties ci-devant de signies, avant signé et scellé le present à St. Louis, le 3 Septembre, de l'année mil huit cent

dix huit; (les mots avant la signateur des ces presentes) approvies interlignes à la premiere page.

ANTOINE sa ✕ marque. MALLETTE, [SEAL.]
MOSIE COSLIN, [SEAL.]
JOSEPH his ✕ mark. MENARD, [L. S.]
JOSEPH his ✕ marque. MOREAU, [L. S.]
ALEXIS MOREAU, [SEAL.]
OSILLE sa ✕ marque. S'ANDRE, [SEAL.]
Femme d'Alexis Moreau.
ANGELIQUE her ✕ marque. MOREAU, [SEAL.]
JOSEPH his ✕ mark. ORTEANT, [SEAL.]
ORO her ✕ mark. MENARD, [SEAL.]
LENOR her ✕ mark. ORTEANT, [L. S.]
PIERRE his ✕ mark. CONUE, [L. S.]
ELLEN her ✕ mark. MOREAU. [SEAL.]

Signé et scellé en presence de—

STATE OR TERRITORY OF MISSOURI,
County of St. Louis.

Personally came and appeared before me, the undersigned, a justice of the peace for the county aforesaid, Joseph Menard, Joseph Orleast and Oro Menar, and Lanor Orteas, who in my presen*ts* signed the within instrument of writing, and at the same time acknowledged it to be their and each of their hands and seals, acts and deeds, for the purpose therein contained, and that they executed the same of their own free and voluntary will.

In witness whereof, I have hereunto set my hand, at my office, this ninth day of November, in the year of our Lord one thousand eight hundred and twenty.

THOMAS R. MUSICK, *J. P.*

Sachent tous ceux que les presentes voiront que Pierre Reaume a cause dè Morceliene, son épouse, fille et heritiere de Joseph Menard et Marie Louise Moreau, pour la consideration de la somme de vingt

piastres, qu'il reconnaisant avoir reçu complant de Sieur Pierre Chouteau, senoir, de St. Louis, lui ont vendée, cédé, quitte et transporte toute leur part de la terre vendue par leur co-heretiers dans la venté cidessus, en temoignage de quoi ils eut signé et scellé ce dixieme jour du mois de Novembre, l'anné mil huit cent dix-neuf, en presence des temoins soussignes.

PIERRE sa ⋈ mark. REAUME, [SEAL.]

MARCELINE sa ⋈ marque. REAUME, [SEAL.]

RALPH WIDEN,
PIERRE MENARD.

STATE OF ILLINOIS,
Randolph county, ss:

Be it remembered, that before me, Raphael Widen, notary public for the county of Randolph, personally came the within-named Pierre Reaume and Marceline his wife, who severally acknowledged and declared that the foregoing sale, for their respective part of a tract of land in the within deed described, from them to Pierre Chouteau, sen'r, was their voluntary act and deed, for the purposes therein expressed. In testimony whereof, I, Raphael Widen, have hereunto set my hand and affixed the seal of my office, this sixth day of November, A. D. one thousand eight hundred and nineteen, and of the independence of the United States the forty-fourth.

RAPHAEL WIDEN, *N. P.*

STATE OF MISSOURI,
County of St. Louis, sct.

I do hereby certify, that the foregoing instruments of writing are duly recorded in my office, book L, pages 66 and following. Given under my hand this sixth day of June, 1822.

ARCH'BAL GAMBLE, *Clerk.*

(On said deed are endorsed the following memoranda:) Heirs of F'ois Moreau to Peter Chouteau, sen'r—deed, filed for record June 6th, 1822.

A. GAMBLE, *Clerk.*

Fees $2 50.

Near Big Mound—for Mr. Mullanphy.

To the admission of which the plaintiff objected, because the deed was not signed or acknowledged by Marie Collin, Angelique Mallette, and Helen Cerre, under whom he claims, and because there was no proof that it had been executed by them under whom he claimed, and because the deed did not convey or pass the title of Mrs. Collin, Mallette and Cerré, under whom he claims; which objections were sustained by the court, and the same was not admitted in evidence; to

which ruling of the court defendants at the time excepted. The defendants also offered in evidence at the same time, as they alleged, to show its condition when recorded, a certified copy of the said deed, &c., as follows:

Certified copy, recorded deed—Moreau's Heirs to Chouteau.

Sachant tous ceux qui ces presentes verront que nous soussignés, Joseph Hortez et Elenore, mon épouse, Joseph Menard et Aurore Evely, mon épouse, Pierre Cerre et Helene Moreau. mon épouse, Manette Moreau, Joseph Moreau, Alexis Moreau et Osille, mon épouse, tous héritiers de Francois Moreau, décedé, pour et en consideration d'une somme d'argent qui nous a été il y'a quelquetems paye a notre pleine en entiere satisfaction, par M. Reiné Chouteau, snr., et aussie pour la somme d'une piastre argent legal des Etats-Unis, qui nous a été payée a un chacun de nous avant la signature de ces presentes, et dont par ces presentes nous donnons pleine et entiere quittance au dit Pierre Chouteau, et le dechargeons lui ses héritiers, hoirs ou ayant causes, nous avons vendée, cedé, quitté delaisse, abandonné, transporté comme de foi et par ces presentes nous vendons, cedons, quittons delassons, abandonnons et transportons au dit Pierre Chouteau, senior, ses héritiers, hoirs ou ayant causes, tout en chacun de nos droits, titres, actions, et pretentions quelqu'elles present etre tant, en loi comme en cour d'equitté, que nous ou l'un de nous pouvons avoir ou peut avoir à un certain morceau de terre, situé au nord de la ville de St. Louis, dans la Territoire du Missouri; le dit morceau de terre contenant un arpent de frons sur quarante de profondeur, le front borné determinie par la ligne ou trail quané de toutes les terres situées sur même leze de front, au sud par la terre concedée a Vien, et aujourd'hui la propriété du dit Pierre Chouteau, et a l'ouest par les terres vacantes garantissant la dit terre libre de tous dons, dettes, donaires, ou hypotheques, et la garantissant chacun de nous en particulier, et avec notre épouse contre nos héritiers ou ayant cause, tout en loi comme en cour d'équite.

En foi de quoi nous les parties cy-devant dessignees avons signée et scellé le present à St. Louis, le 3 Septembre, de l'année mil huit cent dix-huit; des mots (avant la signature de ces presentes,) approves interlignes a la premiere page, signé et scellé.

her
ANGELIQUE ✕ MOREAU, [L. S.]
mark.

his
JOSEPH ✕ ORTEAST, [L. S.]
mark.

her
ORO ✕ MENARD, [L. S.]
mark.

her
LEONOR ✕ ORTEST, [L. S.]
marque.

sa
PIERRE ✕ CERE, [SEAL.]
marque.

ELLEN MOREAU, her ✕ mark. [SEAL.]

En presence de—

his
ANTOINE ⋈ MALLETTE, [L. S.]
mark.
MARIE COSLIN, [L. S.]
his
JOSEPH ⋈ MENARD, [L. S.]
mark.
sa
JOSEPH ⋈ MOREAU, [L. S.]
marque.
ALEXIS MOREAU, [SEAL.]
sa
ODELLE ⋈ S'ANDRE, [SEAL.]
marque.

Femme d'Alexis Moreau.

STATE OR TERRITORY OF MISSOURI,
County of St. Louis.

Personally came and appeared before me, the undersigned, a justice of the peace for the county aforesaid, Joseph Menard, Joseph Orteast, and Oro Menard, and Leonor Hortiz, who, in my presence, signed the within instrument of writing, and at the same time acknowledged it to be their and each of their hands and seals, acts, and deeds, for the purposes therein contained, and that they executed the same of their own free and voluntary will.

In witness whereof, I have hereunto set my hand, at my office, this ninth day of November, in the year of our Lord one thousand eight hundred and twenty.

THOMAS R. MUSIC, *J. P.*

Sachant tous ceux que les presentes voirant que Pierre Reaume a cause de Marcelino, son épouse, fille et héritiere de Joseph Manard et Marie Louise Moreau, pour la consideration de la somme de vingt piastres qu'ils reconnoissant avoir reçu comptant du Senior Pierre Chouteau, senior, de St. Louis, lui ont vendu, cedé, quitté, et transporte toute leur part de la terre vendue par leur co-heritiers dans la vente ci-dessus. En temoignage de quoi ils ont signé et scellé ce sixieme jour mois du Novembre, l'anno mil huit cent dix neuf, en presence des temoins soussignes.

sa
PIERRE ⋈ REAUME,
mark.
sa
MARCELINE ⋈ REAUME.
marque.

RAPHAEL WIDEN,
PIERRE MENARD.

STATE OF ILLINOIS, *Randolph county, sct:*

Be it remembered, that before me, Raphael Wielen, notary public for the county of Randolph, personally came the within named Pierre

Reaume and Marceline, his wife, who severally acknowledged and declared that the foregoing sale for their respective part of a tract of land in the within deed described from them to Pierre Chouteau, sen'r, was their voluntary act and deed for the purposes therein expressed.

In testimony whereof, I, Raphael Wilen, have hereunto set my hand and affixed the seal of my office this sixth day of November, A. D. one thousand eight and nineteen, and of the independence of the United States the forty-fourth.

RAPHAEL WIELEN, *N. P.* [SEAL.]

Recorded this 6th day of June, 1822.

ARCHIBALD GAMBLE, *Clerk.*

STATE OF MISSOURI,
County of St. Louis.

I, the undersigned, clerk of the county court and ex-officio recorder in and for said county, hereby certify, that the foregoing is a true copy of the record of an instrument of writing, as the same remains of record in my office, in book L, page 66, and following.

In witness whereof, I hereunto set my hand and official seal [L. S.] at office in St. Louis, this 4th Dec., 1846.

STEPHEN D. BARLOW,
Recorder.

To the admission of which plaintiff objected, for the same reasons urged against the original deed, and his objection was sustained, the copy was excluded, and defendants excepted.

Translation of the foregoing Deed.

Translation of foregoing Deed.

Know all those who shall see these presents, that we, the undersigned, Joseph Hortiz and Elenore, my wife; Joseph Menard and Allenore Crely, my wife; Pierre Cerre and Helen Moreau, my wife; Antoine Mallette and Angelique Moreau, my wife; Mannette Moreau, Joseph Moreau, Alexis Moreau and Osille, my wife; all heirs of Francois Moreau, deceased; for and in consideration of a sum of money which was paid to us, some time ago, to our full and entire satisfaction, by Mr. Pierre Chouteau, sen'r, and also for the sum of one dollar, lawful money of the United States, which has been paid to each one of us before the signing of these presents, and of which we do, by these presents, give to the said Pierre Chouteau, his heirs or assigns, full and complete acquittance and discharge, we have sold, granted, quit-claim, remised, made over, and conveyed, as in fact, and by these presents, we do sell, grant, quit-claim, remise, make over, and convey to the said Pierre Chouteau, sen'r, his heirs or assigns, all and each of our rights, titles, actions, and claims, whatever they may be, which we, or each one of us has, or can have, both in law and in a court of equity, to a certain parcel of land situated north of the village of St. Louis, in the Territory of Missouri; that said parcel of land containing one arpent in front by forty arpents in depth;

the front bounded and limited by the line or "Troisquarré" of all the lots situated upon the same front line; upon the south by land conceded to Lovette; upon the north by a lot conceded to Vien, and to-day the property of the said Pierre Chouteau, and upon the west by vacant lands, guarantying the said land free from all gifts, debts, liabilities or incumbrances; and each one of us, with our wives, guarantying it individually against our heirs or asigns, as well in law as in a court of equity. In testimony of which, we, the parties herein before named, have signed and sealed the present at St. Louis, this 3rd September, of the year eighteen hundred and eighteen. The words (before the signing of these presents,) approved and interlined on the first page. Signed and sealed in the presence of—

The defendants then offered in evidence the following document, as the will of Joseph Moreau.

Will of Frs. Moreau.

L'an mil sept cents quatre vingt dix huit, le deux Août, nous Louis Collin a defeaux de notaire nous *nous* sommes transporté chez le Sieur Francois Dunegant, capitaine command't de Saint Ferdinand de Floriss't, environ sur les neuf heures du matin, assisté des Sieur Antoine Riviere, Louis DuBreuil, Antoine Gagne, Louis LaRoche, Michelle Tesson, Honoro Louis Auore, ou le Sieur Fs. Moreau, les transporté avec Joseph Moreau, son fils chez mon dit Sieur Francois Dunegant, que le dit Sieur Francois Moreau declare et requis de *vanlovè* bien receivoir ses derniers volontees, qu'il nous a replique a haute et intelligible voix, ainsie qui Luis:

1. Apres avoir recommandé son ame à Dieu son Createur, son soverain Maitre, le priant de vouloir bien lui faire misericorde par les merites de notre Seigneur Jesus Christe, l'intercession de la bien heureuse Vierge Marie, de la Sainte patronne, et de tous les Sts. au quels il se recommande, le dit Francois Moreau a declaré qu'il avoit toujour crue toutes les veritées que l'Glise, en seigne et qu'il mourait dans cette croyance en consequence il done a l'Eglise de Saint Ferdinand de Florissant sa paroisse en pure, don une piastre une fois payé, et il est faché de ne pouvoir donner du vantage attendu sa pauverté.

2. Le dit Francois Moreau a la suitte nomè Joseph Moreau, son fils, son legataire à universelle, en consequence il ne lui fix-point la maniere dont il desire qu'il soit fait ses funerales, il s'en raporte entierrement a l'attachment, qu'il a toujours reconnu qu'il avait pour lui et de laisse selon à sa générosité, et le prie de bien proportionner autant que faire sepour a ses moyens, il espere que si la fortune le favorise, il nous dera bien se souvenir de son pere, et faire prier Dieu pour le repos de son ame neyant quoi a loné des bon procede.

3. Le dit Francois Moreau, pour donner une marque attentique de son attachment qu'il a toujours reconnu et las toutes proprietés, tout ce qu'il posede en se monde, a la reserve que le dit Joseph Moreau, mon fils, s'oblige de renbourser a chaqu'un de ses frères et sœurs vingt-sept piastres argent "du bien de leurs defunte mère," et de payer les dettes

qu'il pouront se presenter de present; et avenir et moi Fs. Moreau, je reconnois sur le testamentaire de sept livres dix sols a chaqu'un de mes enfans, et moi Joseph Moreau, je m'oblige sur le testamentaire de donner a mon père un milliers de farine et un morceau de gras, par chaque amie jusqu'au derniers jour de sa vie, si toutes fois je venoit a me marier ce pour quoi je m'oblige de fournir les articles si menssionné, dans le cas que mon père ne veul pas rester avec sa bru, soit par discorde ou autrement.

Faitte et passee à Saint Ferdinand de Florissant, les jours et ans que dessus et signé après lecture, pardevant Don Francois Dunegant, capitaine commandant, et des temoins à devant de nomé le dit Francois Moreau a sa fait sa marque ordinaire, ainssi que les temoins que ne savé pas signé.

LOUIS sa ⋈ marque. LAROCHE,

M'lle LESSON sa ⋈ marque. HONORE,

ANT. sa ⋈ marque. GAGNE,

FR. sa ⋈ marque. MOREAU,

ANT. sa ⋈ marque. VIVIERRE,

LOUIS sa ⋈ marque. DUBREUIL.

Temoin: COLLIN,
FR'S DUNEGANT,
LOUIS sa ⋈ marque. AUVRE.

The foregoing instrument in writing was taken from among the archives of the French and Spanish governments deposited in my office, and filed for record on this 17th day of August, 1846, being archive No. 2257, the words "du bien de leurs defunte mère" being interlined in the original.

S. D. BARLOW, *Recorder*.

Received, Saint Louis, August 17, 1846, the original of the foregoing instrument, to which I am entitled as a representative of said Francois Moreau.

EUSEBIUS MAHEUX.
By his Attorney, T. T. GANTT.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder for said county, do hereby certify, that the foregoing is a true and complete copy of Fr. Moreau's will, also of

the certificate of record and of the receipt of Eusebius Maheux, as fully as the same remains of record in my office in volume 1st, page 463, of the French and Spanish archives.

[L. S.] Witness my hand and official seal, this 10th day of April, 1855.

C. KEEMLE, *Recorder*.

Translation of the foregoing Will.

In the year 1798, the second August, we, Lewis Collin, in default (i. e., for want or lack of, &c.) of a notary, we went to the house of Mr. Francis Dunegant, captain commanding in St. Ferdinand, at Florissant, about 9 o'clock a. m., assisted by Messrs. Antoine Rivierre, Louis Du Brieul, Antoine Gagne, Louis La Roche, Michelle Tisson, Honore Louis Onore, for the reason that Mr. Francis Moreau went with Joseph Moreau, his son, to the house of the said Mr. Francis Dunnegant; that the said Mr. Frs. Moreau desired to make his will, which he pronounced to us in a bold and intelligent voice, as follows:

1st. After having recommended my soul to God, its creator, its sovereign Master, praying him to have mercy on it through the merits of our Lord Jessus Christ, the intercession of the Virgin Mary with her sacred person and of all the Saints, the said Moreau declared that he believed in all the doctrines of the church, and that he died in this faith. In consequence he gives to the church his establishment in St. Ferdinand as a pure gift, one dollar once paid; and he is grieved that he cannot give more. The said Francis Moreau has then named Joseph Moreau, his son, his universal legatee; consequently he does not ordain the manner in which he desires to be buried, (funeral;) he depends entirely on the attachment that he (meaning Joseph Moreau) has always shown him, and leaves it accordingly to his generosity, praying it to be proportioned to his fortune; he hopes if fortune favors him, he will remember his father, and cause prayers to be offered to God for the repose of his soul.

3d. The said Francis Moreau, in order to give a striking proof of his attachment which he has always recognised, and in full property all that he possesses in this world, with the reservation that the said Joseph Moreau, my son, oblige himself to reimburse to each of his brothers and sisters, twenty-seven dollars in silver out of the estate of their deceased mother, and to pay now or may hereafter be presented; and I, Francis Moreau, I acknowledge (reconnais) by this testament, seven livres and ten cents to each of my children; and I, Joseph Moreau, oblige myself by this testament to give to my father one thousand pounds of flour and a fat pig every year until his decease; conditioned, however, that if I should marry, I then oblige myself to furnish the above mentioned articles, in the case that my father does not wish to live with his "bru," because of discord or otherwise.

Done and passed at St. Ferdinand, in Florissant, the day and year aforesaid, and signed after being read before Don Francis Dunnegant, captain commanding, and the aforesaid witnesses; the said Francis

Moreau to that made his mark ordinary, and also the other witnesses, who did not know how to write.

FR. sa ✕ MOREAU,
marque.

M'lle LESSON sa ✕ HONORE,
marque.

ANT. sa ✕ GAGNE,
marque.

ANTOINE sa ✕ RIVIERRE,
marque.

LOUIS sa ✕ LAROCHE,
marque.

LOUIS sa ✕ DUBRUIEL.
marque.

Witness: COLLIN,
FRS. DUNEGANT,
LOUIS sa ✕ AUVRE.
marque.

To the admission of which plaintiff objected, because the will had not been probated or proved in any lawful manner; because the conditions were not proved to have been complied with; because the Spanish law authorized no such disposition of property as therein made; and because there was evidence before the court to show that the devisee had not accepted the estate under the will, but had renounced it, which objections to the will were sustained by the court, and the will was not admitted in evidence, to which ruling of the court the plaintiffs then and there excepted. At the same time the will was offered, the following deeds and documents were read in evidence as bearing on the validity of said will, and its admissibility as evidence.

Deed from Jos. Moreau et al., to Hempstead et al.

1. A deed from Joseph Moreau and others, to Hempsteads and Farrar, as follows:

Know all men by these presents, that we, Joseph Moreau and , his wife, Antoine Mallette and Angelique Moreau, his wife, Pierre Ceré and Helen Moreau, his wife, Joseph Menard and Aurora, his wife, Joseph Hortez and Elenore Menard, his wife, Louis Collin and Marie Moreau, his wife; which aforesaid Joseph Moreau, Angelique Moreau alias Mallette, Helen Moreau alias Sne, and Moreau alias Collin, are the children and legal heirs and representatives, (together with said Joseph Menard and Aurora, the wife of said Hortiz, children of Moreau alias Menard, deceased, and alias Moreau, now absent,) of Francis Moreau, late of said county, deceased; for and in consideration of the sum of six *six* dollars, current money of the United States

to us in hand well and truly paid and satisfied before the resealing and delivering of these presents, by Thomas Hempstead, Bernard G. Farrar, and Charles S. Hempstead, all of the town and county of St. Louis, and Territory of Missouri, the receipt whereof is hereby acknowledged, and of which we do hereby forever acquit and exonerate them, said Thomas Bernard, and Charles, and their heirs, executors, and administrators forever, have given, granted, bargained, and sold, remised, released, and quit-claimed, and by these presents, we do hereby give, grant, bargain, sell, remise, and release, and forever quit-claim unto them, said Thomas Bernard, and Charles, and their heirs and assigns forever, all our right, title, claim, interest, and property, as legal heirs and representatives of said Francis Moreau, deceased, in and to a certain lot or parcel of ground, situate, lying, and being on the hill in the town of St. Louis aforesaid, and bounded as follows, to wit: On the east by Third or Bam street; on the north now by the lot now occupied by Paul Primm; in the west by the lands of John B. C. Lucas; and on the south by a cross street, and which said lot is near and adjoining the round-house or stone tower, thereabouts situated, be it situated and bounded as it may, and be the quantity more or less; it being the same lot or parcel of ground heretofore in the lifetime of said Francis Moreau, deceased, owned and occupied by him, and on which he had for many years a barn and a stable: to have and to hold the aforesaid described premises, with all the rights, privileges, and advantages thereto belonging, and be the quantity more or less, together with the appurtenances thereto in anywise belonging unto them, the said Thomas, Bernard, and Charles, (as tenants in common, and not as joint-tenants,) their heirs and assigns forever; and it is expressly understood that we, the said grantors, only guarantee to them the purchasers aforesaid; that said Francis Moreau, dec'd, nor ourselves, or have ever sold or transferred in any manner the lot aforesaid, and that said deceased did occupy, own, and possess the same for more than ten years during his life time.

In witness whereof, we, the said parties of the first part, have hereunto set our hands and seals, at the county of St. Louis, this second day of April, 1818—five words interlined before signing.

his
JOSEPH ✕ MENARD, [SEAL.]
mark.

her
AMORA ✕ MENARD, [SEAL.]
mark.

JOSEPH HORTIZ, [SEAL.]

her
LENORE ✕ HORTIZ, [SEAL.]
mark.

his
JOSEPH ✕ MOREAU, [SEAL.]
mark.

her
——— ✕ MOREAU, [SEAL.]
mark.

his
ANTOINE ✕ MALLETTE, [SEAL.]
mark.

her
ANGELIQUE ✕ MALLETTE, [SEAL.]
mark.

his
PIERRE ✕ SENE, [SEAL.]
mark.

her
HELEN ✕ SENE, [SEAL.]
mark.

his
LEWIS ✕ COLLIN, [SEAL.]
mark.

her
MARIE ✕ MOREAU COLLIN. [SEAL.]
mark.

Signed, sealed, and delivered in presence of—
S. MAGILL,
DAVID MUSICK,
A. O. CARR, as respects all but Collin.

Witness to hands of Joseph Hortiz, Marie Moreau, and Lenore Hortiz:
F. M. GUYOL.

TERRITORY OF MISSOURI, *County of St. Louis, ss:*

Personally appeared before me, the undersigned, a justice of the peace in and for the county aforesaid, the within named Joseph Moreau, Antoine Mallette and Angelique, his wife, Pere Sené and Helen Moreau, his wife, Louis Collin, and Joseph Menard and Aurora, his wife, who *who* severally acknowledged that they signed, sealed, and delivered the within deed of conveyance freely and voluntarily, and for the purposes therein mentioned; and Angelique, the wife of said Antoine, Helen, the wife of said Pere Sené, and Aurora, the wife of said Joseph, having been by me made severally acquainted with the contents of said deed, and by me previously examined separate and apart from their said husbands, declared that they respectively executed the same freely and voluntarily, and without any fear, force, constraint, compulsion, or undue influence of their respective husbands.

Given under my hand the second day of April, 1818.

S. MAGILL, *J. P.*

TERRITORY OF MISSOURI, *County of St. Louis, ss:*

Be it remembered, that on the sixth day of April, A. D. one thousand eight hundred and eighteen, before me, the subscriber, F. M. Guyol, one of the justices of the peace in and for the county and township aforesaid, personally appeared Marie Moreau Collin, wife of Louis Collin, Joseph Hortiz and Leonore, his wife, who all and respectively acknowledged this foregoing instrument in writing to be their

act, and each of their acts and deed, hand and seal, for the purposes therein contained. And the said Marie Moreau Collin, and the said Leonore Hortiz, wife of the said Joseph Hortiz, being first examined by me apart and separately from their said husbands, and by me made acquainted with the contents of the same, acknowledged both that they signed the same without fear, restraint, constraint, or undue influence of their said husbands.

In testimony whereof, I have hereunto set my hand and seal, at St. Louis, the day, month, and year in this behalf above written.

F. M. GUYOL, *J. P.* [SEAL.]

The words "examined by me," and the words "by me made acquainted with the contents of the same," between the tenth and eleventh, being good and interlined before the same.

F. M. GUYOL, *J. P.*

Recorded this 8th April, 1818.

M. P. LEDUC, *Clerk*,
By A. S. McGIRK, *D. Cl'k.*

STATE OF MISSOURI, *County of St. Louis, ss:*

I, the undersigned, hereby certify, that the foregoing is a true copy of an instrument of writing purporting to be a deed from Joseph Moreau and others to Thomas Hempstead and others, as fully as the same remains of record in my office, book G, page 123, and following.

In witness whereof, I hereto set my hand and affix the seal of my office, at St. Louis, this the 5th December, 1846.

[SEAL.]

S. D. BARLOW,
Clerk of the county court, and ex-officio recorder of St. Louis county.

Extracts from Inventory of Estate of F. Moreau.

2d. Extracts from inventory of estate of Francis Moreau, as follows:

No. 2486.—Herewith I send you the inventory of the lieutenant of militia, Dr. Frs. Moreau, that you may cause to be made the appraisement thereof. To-morrow, the twenty-first, you will publish the sale of the said effects, movable or immovable, and on the following Sunday, the twenty-eighth, at one years' credit for the payment, which will be made in wheat; and you will also send me a hand-bill, that I may cause the public to know of it here; next Thursday, the 25th, you will come here, and you will bring with you all the claims that may exist up to the present time against said estate, as well to have the effects inventoried as all others. You will also bring the marriage contract between the deceased and his wife (les defunts,) if any exists. And I order and direct you, that the children, as well as the creditors, shall have their rights without prejudice, reciprocally the one against the other. May God keep you under his holy guard.

St. Louis, this 20th March, 1802.

CHS. DEHAULT DELASSUS,
DR. FRS. DUNNEGANT.

Extracts from Auction Sales of Moreau's estate.

3d. Extracts from auction sales of Francois Moreau's estate, as follows:

No. 1315.—As the sale of the late Mr. Reilhe might be prejudicial to that of the late Francois Moreau, you will defer the latter until the first Sunday in April next, upon which day you will cause to be sold the personal property, animals, &c., excepting one pair of oxen, one cow, and one plow, which you will keep for the maintenance of the four minor children. On the said Sunday you will cause to be made the first publication of the real estate belonging solely to the father, and from Sunday to Sunday you will continue the publication until the third, upon which day shall be made the last publication, which shall be the day of adjudication upon a credit of one year, payable in current money or wheat at the current price, for the best advantage of the heirs and creditors, the purchasers giving sufficient security; and after the sale you will make report to me of your proceedings, together with all the claims of the creditors, that I may be enabled to balance the proceeds of the sale with what may be owing to them, and ascertain what will remain for the children. You will appoint a trustworthy person to administer said estate. You will place the two girls with their nearest married relation of acknowledged good conduct, and you will endeavor to persuade the boys to establish themselves upon their concessions, which they have obtained from the Government. May God keep you under his holy protection.

St. Louis, this 26th March, 1802.

CHS. DEHAULT DELASSUS,
MR. FRANCOIS DUNEGANT.

To the people of St. Ferdinand, of the Illinois, the fourth day of the month of April, in the year one thousand eight hundred and two, for the want of a public scrivener.

I, Dr. Francois Dunegant, captain of militia, commandant of the said people, accompanied by the witnesses of assistance, Messrs. Manuel André Roque and Joseph Calvé, in virtue of the death of Mr. Francois Moreau, lieutenant of the militia, in this same people, and having left debts and minor children, after having given notice on last Sunday at the door of the church, that, upon this day should take place the public sale of the movable and immovable property belonging to the said deceased, I did transport myself to his domicil at nine o'clock in the forenoon to proceed with the sale, when having found a large number of persons, I did cause to be proclaimed by the public cryer, that the bids should be paid in the month of March, in the year eighteen hundred and three, in current money, or in wheat at the current price, the wheat to be delivered at St. Louis, the purchasers giving good and sufficient security, residing in this district, and we do commence as follows:

One sleigh, adjudged for eighteen dollars, to Jh. Moreau, son, his security Louis La Brosse, 18.

Six hens and one cock, adjudged for four dollars and two reals, to Jhe. Moreau, son, his security Louis La Brosse, 4 2.

Three linen shirts, adjudged at five dollars and four reals, to Jhe. Moreau, son, his security Louis La Brosse, 5 4.

Three pairs of linen pantaloons, adjudged at seven dollars, to Jhe. Minot, his security Louis La Brosse, 7.

One pair nankeen pantaloons, adjudged at two dollars and two reals, to Jhe. Minot, his security Louis La Brosse, 2 2.

One hat and four sheets of paper, adjudged at one dollar two reals, to Jhe. Minot, his security Louis La Brosse, 1 2.

One yoke and pins, one pair of raw-hide ropes, (courrias) and one whip, adjudged at two dollars, to Jhe. Hubiat, his security Jhe. Minot, 2.

One barrel, adjudged at four dollars, to Jhe. Minot, his security Louis La Brosse, 4.

One ox-cart with its wheels, adjudged at six dollars four reals, to Jhe. Minot, his security Yachito Deebre, 6 4.

A tract of land of one arpent wide by sixty deep, of the deceased, Francois Minot, in front the little river, in the rear Mr. Cabannet, on the north Francois Benara, on the south Antoine Baconne, adjudged at one hundred and fifty-one dollars, to Pierre Tourville, his security Toussaint Tourville, 151.

And having remained from nine o'clock in the morning until noon, and having no other effects to sell, we did conclude the present in twelve leaves, having amounted to the sum of one thousand three hundred and forty dollars and four reals, which shall be paid by the debtors as herein above announced, into the hands of Mr. Manuel André Roque, who will be authorized by us to dispose of the same according to justice. In faith of which have signed with us the same witnesses of assistance above named, with us, the said captain of militia and commandant at St. Ferdinand, the 19th April, 1802.

mark
JHE. ⋈ CALVIS.
of
FRANCOIS DUNEGANT.

M. A. ROQUE.

4. Extracts from a statement of accounts by M. A. Roque, as follows:

Extracts from statement of accounts of M. A. Roque.

No. 1995.

Account rendered by Mannuel André Roque, of his administration of the estate of the late Francois Minot, for which he has been name by Mr. Francois Dunegant, commandant of St. Ferdinand, to wit:

Paid to Antoine Baradet, account allowed by Francois Dunegant, and the receipt of the said Barada, below, No. 1	No. 1.	84	7 6
Paid to Mrs. Regauche item allowed - - - -	2.	7	10 0
" Charles Sanguinet - - - - -	3.	203	15 0
" Gull Hebert Lecompt - - - -	4.	290	10 0

781

Paid to Jhe. Aubuchon - - - - -	No. 5.	10 00 0
Paid to Roque - - - - - - - -	6.	272 10 0
Paid to Yachinti Dehethe - - - - -	7.	160 00 0
Paid to Bte. Billian - - - - - -	8.	15 00 0
Paid to Louis Deheke - - - - - -	9.	92 00 0
Paid to Louis Ové - - - - - -	10.	5 00 0
Paid to Mrs. Menier - - - - -	No. 11.	90 00 0
Paid to Francois Delaurie - - - -	12.	9 00 0
Paid to St. Amant - - - - - -	13.	60 00 0
Paid to Collin - - - - - - -	14.	18 15 0
Paid to Joseph Colvis - - - - -	15.	60 00 0
Paid to Sauguin - - - - - -	16.	54 10 0
Paid to Clamorgan - - - - - -	17.	541 00 0
Paid to Nicholas Hebert Leconte - -	18.	87 10 0
Paid to Antoine Gamet - - - - -	19.	60 00 0
Paid to Auguste Chouteau - - - -	20.	1918 00 0
Paid to Francois Dunegant - - - -	21.	409 15 0
Paid funeral expenses - - - - -	22.	75 00 0
Paid for coffin - - - - - - -	23.	20 00 0
Paid fees of court - - - - - -	24.	250 00 0
Paid to Dubraie - - - - - -	25.	30 00 0
For my commission in having collected the effects and made payment, on account of the nature of said effects, when in wheat storage and hauling apc., 7, 10 per centum - - - - - - - - -		482 8 3
		5306 19 9

List of persons who owe at the sale of the said estate; Mr. Roque shall account for said sums as he shall receive them, the parties interested in said estate, or to him who may be authorized to receive the same, to wit:

Jhe. Calvis - - - - - - - - - -	390 00 0
Jh. Pivet - - - - - - - - - -	72 10 0
William Aillé - - - - - - - - -	80 00 0
Jh. Morat - - - - - - - - - -	383 15 0
Alexis Morat - - - - - - - - -	200 00 0
John Brown - - - - - - - - -	126 5 0
Bte. Preche - - - - - - - - -	112 10 0
Jh. Calvis - - - - - - - - -	182 10 0
Ant. Ladoucen - - - - - - - - -	32 10 0
John Vassebor - - - - - - - - -	10 00 0
Mrs. Mercier - - - - - - - - -	60 19 3
	6937 10 0

I certify the present account to be true, errors and commissions excepted. M. A. ROQUE.

St. Ferdinand, 22d August, 1803.

Dr.

To amount of sale accruing to sessent deposited in the archives of St. Ferdinand - - - - - -	6702 10 0
Four bonds of Mr. Clamorgan - - - - - -	235 00 0
	6937 10 0

Before us, Don Francis Dunegant, captain commandant of St. Ferdinand, was present Mr. Manuel André Roque, citizen of this parish, who declaring at the death of Mr. Francis Moreau he had been named officially by us, the above named commandant, to administer the estate of the said deceased; that since that time Mr. Hyacinth Derhethe has been named guardian of the minor children of the said late Moreau; that in consequence of said nomination the said Derhethe has demanded of him an account of the administration of said estate, and it is for that reason he has made out his account, which he has presented to us, which has been verified in the presence of the said Dehethe and of Mr. Noel Antoine Prieur, inhabitant of St. Charles, and being this day in this place; by which account it results that the estate of Mr. Moreau, deceased, amounts to the sum of six thousand nine hundred and thirty-seven livres and ten sols, and that the sums due by the said estate, and that have been paid by the said Mr. Roque to his credit, amount to the sum of five thousand three hundred and six livres ten sols and nine deniers, according to all the receipts he has taken therefor, and which he has just delivered to the said Dehethe, who acknowledges the same, and for which he, to that amount, gives an acquittance; that to make up the balance of the said account there remains to be received sixteen hundred and thirty-one livres, with which the said Roque is charged by the consent of the said Hyacinth Dehetre, which sum being collected the said Roque shall deliver to the said Dehetre, after having retained his commission of 10 p. ct. as it has been allowed to him for his other receipts. The said detail and account of the said estate of the said Moreaux, which the said Roque has presented to us, remains annexed to these presents, that copies thereof may be delivered to those who are entitled to demand the same, and at their cost. Made at the said St. Ferdinand, the twenty-third of August, one thousand eight hundred and three, in presence of Messrs. Jn. Bte. Louis Collin and Francis Antoine Priem, jr., both witnesses of assistance hereto required; and the said Mr. Hyacinth Dehetre declaring not to know how to write; and as to the said Mr. Roque he has signed with the said Prieur, the said witness of assistance, and we, the said commandant, after reading the same.

his
HYACINTH ⋈ DEHETRE.
mark.
M. A. ROQUE,
PRIEUR,
S. A. PRIEUR,
COLLIN,
FRANCIS DUNEGANT.

Plaintiff also proved that Joseph Moreau was born August 20, 1776.

Defendant offered in evidence archive 2447—inventory of community property—as follows:

Archive No. 2447.

En el pueblo de Sn. Fernando de Florissanta a los siete dias del mes de Mayo, de año de mil setecientos noventa y quatro, de orden del S'or Dn. Zenon Trudeau, comandante en gefe de esta partida occidental de los Ilinnesses, yo Dn. Franco. Dunegant, Beau Rosier, capitan de la compania de milicias de esta pueblo, a pedimento de Dn. Franco. Moreau, subteniente de la misma compa. de milicias, y en virtud del fallecimiento de su esposa Catalina Marechal, de la qual se han quedado quatro bijos varones y quatro hembras me he transferido a hora, que seran como la nueve de la mañana al domicilio del referido Dn. Francisco Moureau, para hacer un inventario gral, y estimativo de todos los bienes muebles é immuebles que constaren pertenecer a la enunciada succession, para cuyo efecto le nombrado de oficio por estimadores a los Señores Baptista Deliste, Amable Gagné, y José Rapieux, todos tres vecinos y residentes de este suso dho. pueblo, a los quales habiendo les hecho prestar el juramento en la debida forma han ofrecido por medio de el complir bien y legalmente el en cargo a que se hallan constituidos estimando cada uno de ellos articulos, que se les presenten en dinero del pais segun sus consciencias todo lo que se ha emprezado a executar en presencia de los testigos de assistencia, Dn. Manuel Gonzalez Moro, y Santiago Moineau, el primero sargento de la trope de esta guarnicion de Ilinnesses, y el segundo vecino, y residente de este suso dho. pueblo, en la forma siguiente:

	Libras.	Sueldos.
Primeramente, una mesa vieja de tixera, estimada en dos libras y diez sueldos - - - - - - - -	2	10
Dos platos grandes de fallanza viejos uno grande de estaño cinco pequeños de lo mismo, y seis tazitas pequeños de lo mismo estimado todo en siete libras y diez sueldos -	7	10
Un plato grande y dos fuentes de estaño medianas estimado todo en quince libras - - - - - - - - -	15	00
Quatro potes de barro estimados en cinco libras - -	5	00
Una sarten estimada en cinco libras - - - - -	5	00
Una olla grande para hacer jabon estimada en treinta libras	30	00
Quatro allas de yerro, dos grandes y dos chiquitas estimadas en veinte en cinco libras - - - - - -	25	00
	90	00

	Libras.	Sueldos.
Suma anterior - - -	90	00
Un cantaro y una botija todo de barro estimado todo en siete libras y diez sueldos - - - - - - -	7	10
Tres calderos mui viejos estimados en veinte y cinco libras	25	00

Un badil y un cucharon de fierro estimado todo en cinco libras	5	00
Seis cucharas y cinco tenedores todo mui viejo, de estaño estimado en dos libras y diez sueldos	2	10
Una cubeta y un calador para colar leche estimado en dos libras y diez sueldos	2	10
Otra cubeta vieja y un barril estimado en dos libras y diez sueldos	2	10
Quatro hachas biejas estimadas en seis pesos	30	00
Tres tillas la una redonda y las otras dos chatas estimadas en seis pesos	30	00
Dos barrenas grandes la una de pulg'da y media y la otra de una pulgada estimadas en siete lib's y diez s'ls	7	10
	201	10

	Libras.	Sueldos.
Suma anterior	201	10
Siete sacos de pellejo viejos estimados en diez y siete libras y diez sueldos	17	10
Dos saladores viejos estimadas en diez libras	10	00
Quatro haza dos y una media hacha estimadas en tres pesos	15	00
Una tartera estimada en diez libras	10	00
Dos cubos y un tarrito de oxa de lata estimado todo en cinco libras	5	00
Una artesilla pequeña estimada en cinco libras	5	00
Una guadaña estimada en diez libras	10	00
Quatro hozes buenas y tres inutiles para segar trigo estimadas en veinte libras	20	00
Un armario pequeño y una alacena pequenita y vieja de nogal estimado en cincuenta libras	50	00
Dos sabanas de mediano uso y dos servilletas nuevas estimado todo en quatro pesos	20	00
Una carreta mui bieja estimada en diez libras	10	00
	374	00

	Libras.	Sueldos.
Suma anterior	374	00
Un arrado completo estimado en cien libras	100	00
Un banlito pequeño estimado en siete libras y diez sueldos	7	10
Dos pares de bueyes buenos estimados en seis cientas libras	600	00
Dos unbillos de dos años estimados en ciento y cinquenta libras	150	00
Otras dos unbillos de un año estimados en cinquenta francos	50	00
Tres vacas estimadas en tres cientas libras	300	00
Un gallo y doze gallinas estimado en seis pesos	30	00
Dos lechonas con doze lechoncillos, entre ambas, estimadas en cien libras	100	00

Dos arpanes de buena tierra situados en el paraje llamado la praderia de S'n Fernando, que confina por un lado a la tierra de José Bacané, y por el otro a la de Pedro Menard, estimados en dos cient's libras - - - - -	200	00
Seis tablones serrado, estimados siete libras y diez sueldos	7	10
	1919	00
	Libras.	Sueldos.
Suma ant'or - -	1919	00
Una granja de cinquenta y cinco pies de largo sobre veinte y tres de ancho estimado en cien libras - - -	100	00
Un terreno de tres cientas pies de largo sobre dos cientos y quarenta de ancho en este referido pueblo el que no linda, a ningun otro vecino por ningun lado con una casa de potoes en tierra planchada alto y baxa cubierta en texamany de veinte pies en quatro y otros dos pequeños bastimentos, estimado todo en tres cientas libras - -	300	00
Cinco sillas una tarima de cama quatro pieles de cibolo mui viejas estimado todo en veinte y dos libros y diez sueldos - - - - - - - - - - -	22	10
	2341	10

Y despues de haver vacado desde la nueve y media de la mañana, hasta la doze y media de ella y no haber mas efectos que inventariar pertenecientes a suso d'ho Dn. Fran'co Meaureau, se ha concluido el presente inventario en tres foxas, habiendo ascendendo su importe a la suma de dos mil tres cientos quarenta y una libras, y diez sueldos todo lo que queda a su cargo ciudado, y responsabilidad para su conservacion en fe de lo qual ha firmado, en presencia de los citados estimadores los, que por no saber escribir han hecho su señal de cruz acostumbrada, en presencia de los enunciados testigos de assistencia que lo han hecho conmigo d'ho comandante, en el mismo dia, mes y año, que ut supra.

F'OIS MAUREAU,
Señal de cruz ⋈ de BAP'TA DELISLE,
Señal de cruz ⋈ de AMABLE GAGNE,
Señal de JOSE ⋈ RAPIEUX,
JACQUES MOINEAU,
MAN'L GONZ'Z MORO,
FRANCOIS DUNEGANT.

Recorded December 18th, eighteen hundred and forty-seven.
S. D. BARLOW, *Recorder*.

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned, recorder in and for said county, certify the foregoing to be a true and correct copy of the inventory of François Meaureau's property, being archive No. 2447, as fully as the same remains

of record in my office, in the Spanish and French archives, volume 5, page 218.

[SEAL.] Witness my hand and official seal, this 19th day of May, 1855.

C. KEEMLE, *Recorder*.

Duralde's Survey of St. Louis field lots.—Duralde's Survey of St. Louis field-lots.

Cadastre formé par moi Martin Duralde, arpenteur nommé par Mons'r Don Pedro Piernas, capitaine d'infanterie et lieutenant gouverneur des établissement et autres dépendances du gouvernement Espagnol des Ilinois, et remis aux archives du même gouvernement en forme de proces verbal, pour servir a désigner les différentes terres concedées au nom du roy aux habitans de a poste de St. Louis, tant avec titre qu' avec consentement verbal, par les chefs que les ont gouverné depuis sa fondation jusqu' à ce moment, que j'ai arpentées et qui après les échanges, cessions ou ventes que la commodité et avantage d'un chacun peuvent avoir occasionnées se trouvent actuellement dans la pocession de ceux ci-après nommés suivant leur propre atestation et aveu réciproque situées dans les prairies circonvoisines de ce même poste, dans l'ordre et selon les directions detaillées ainsi qu'il suit.

Je, Martin Duralde, soussigné, en vertu du pouvoir dont Monsieur Don Pedro Piernas, capitaine d'infanterie et lieutenant gouverneur des établissements, et parties défendantes du gouvernement Espagnol des Ilinois, m'a revêtu à la requête des habitants de ce poste St. Louis, demandant que les dimensions, directions et limites des terres qu'ils possédent à ses environs, soient determinées par personne compétente et authorizée à cette fin, declaré à tous qu'il appartiendra, qu' à la requisition de chacun des dits habitants, dans le cours de l'automne de l'année mil sept cent soixante dix et ceux, des printems des années mil sept cent soixante onze, et mil sept cent soixante douze (dont je ne cite ni les mois ni les jours, les opérations ayant été faites par reprises et sans suite relativement à ceux qui ont des possessions distantes les unes des autres et situées en différents lieux,) et nommément à celle du Sieur Jean B'te Langoumois, je me suis après transporté de mon domicile sis dans ce sus dit poste St. Louis, sur une terre d'un arpent de large sur quarante autres de long a lui appartenant partie labourée partie en friche, située das la prairie qui touche ce village et tenant immédiatement à celle du sieur le compte, de l'autre à celle de Jean comparios dit gascon et des deux autres au domaine du roy pour l'arpenter avec mon instrument et une chaine de quarante cinq pieds de long, dont la longueur prise quarte fois fait juste l'arpent usité en ce pays qui est de cent quatre vingt pieds sur chaque face à l'execution de quoi me faisant accompagner du ds. propriétaire et de ses dits deux voisins les plus immédiats pour me servir de témoins d'aide et à m'indiguer éxactement la véritable situation de leurs concessions respectives, je suis parvenu et l'ai fait corner en ma présence, avec des pierres à ses quatre extrémités apres l'avoir mesurée sur ses lignes de largeur et longueur, dont les

deux premières paralléles, c'est à dire de largeur vont entre le nord quart au nordouest et le nord, ou plus éxactement s'écartent du nord vers l'ouest de cinq degrés, et le deux autres c'est à dire de longueur aussi paralléles vont au ouest quartan nordouest ou mieux s'écartent du ouest vers le nord de onze degrés quinze minutes, sans aucun égard à la variation du compas qui peut y avoir et font par conséquant en derigeant la vue et allant du point du départ vers les rumbs indiqués un angle aigu de soixante treize degrés quarante cinq minutes, compensation faite des differences, causées par les inégalités des terres et inclinaisons des lignes, les unes sur les autres, par raport aux perpendiculaires horizontales qui servent toujours á leur vraie mesure tant sur la largeur que sur la longueur.

Le S'r Augusté Condé, je me suis expres transporté de mon domicile sis dans ce sus dit poste St. Louis, sur une terre de deux arpents de large sur quarante autres de long, à lui apartenant partie labourée partie en friche, située dans la prairie qui touche ce village et tenant immédiatement d'un coté à celle du nommé Langoumois, de l'autre à un domaine du roy de cinq arpent et un quart de large tout en fricho, et des deux autres bout au domaine du roy, pour l'arpenter avec mon instrument et une chaine de quarante cinq pieds de long, dont la longueur prise quatre fois fait juste l'arpent usité en ce pays qui est de cent quatre vingt pieds sur chaque face, à l'execution de quoi me faisant accompagner du ds. propriétaire et de son dit voisin le plus immédiat pour me servir de témoin d'aide, et à m'indiquer éxactement la véritable situation de leurs concessions respectives je suis parvenu et l'ai fait corner en ma présence, avec des pierres à ses quatre extrémités après l'avoir mesurée sur ses lignes de largeur et longueur, dont les deux premières paralléles, c'est à dire de largeur, vont entre le nord quart au nordouest et le nord, ou plus éxactément s'écartent du nord vers l'ouest de cinq degrés, et les deux autres c'est à dire de longueur aussi paralléles vont au ouest quart au nordouest, ou mieux s'écartent du ouest vers le nord de onze degrés quinze minutes, sans aucun égard à la variation du compas, qui peut y avoir et font par conséquant en dirigeant la vue et allant du point du depart vers les rumbs indiqués un angle aigu de voixante treize degrés quarante cinq minutes, compensation faite des différences causées par les inégalités des terres et inclinaisons des lignes, les unes sur les autres, par raport aux perpendiculaires horizontalles qui servent toujours à leur vraie mesure tant sur la longueur que sur la largeur.

Le nommé Lirette, je me suis exprès transporté de mon domicile sis dans ce susdit poste St. Louis, sur une terre d'un arpent de large sur quarante autres de long, à lui apartenant partie labourée partie en friche située dans la prairie qui touche ce village, et tenant immédiatement d'un costé au sus dit domaine du roy de cinq arpens et un quart de large, et de l'autre a unommé Moreau et des deux couts au domaine du roy pour l'arpenter avec mon instrument et une chaine de quarante cinq pieds de long, dont la longueur prise quatre fois fait juste l'arpent usité en ce pays, qui est de cent quatre-vingt pieds sur chaque face à

l'éxécution de quoi me faisant accompagner du d't propriétaire et de son dit voisin le plus immédiat pour me servir de témoin d'aide, et à m'indiquer éxactement la véritable situation de leurs concessions respectives, je suis parvenu et l'ai fait corner en ma présence, avec des pierres à ses quatre extremités aprés l'avoir mesurée sur ses lignes de largeur et longueur, dont les deux premieres paralléles, c'est à dire de largeur vont entre le nord quart au nord-ouest et le nord, ou plus exactement, s'ecartent du nord vers l'ouest de cinq degrés, et les deux autres, c'est à dire de longueur ausse paralléles vont au ouest quart au nord-ouest, ou mieux s'ecartent du ouest vers le nord de onze degrés quinze minutes, sans aucun égard a la variation du compas qui peut y avoir font par consequante en dirigeant la vue et allant du point du depart vers les rumbs indiqués un angle aigu de soixante treize degrés quarante cinq minutes, compensation faite des differences causées par les inégalités des terres et inclinaisons des lignes, les unes sur les autres, par raport aux perpendiculaires horizontales qui servent toujours à leur vraie mesure tant sur la largeur que sur la longueur.

Moreau, je me suis exprès transporté de mon domicile sis dans ce sus dit poste St. Louis, sur une terre d'un arpent de large sur quarante autres de long à lui apartenant partie labourée partie en friche, située dans la prairie qui touche ce village, et tenant immédiatement d'un costé au nommé Lirete, de l'autre au nommé vient et des deux autres au domaine du roy pour l'arpenter avec mon instrument et une chaine de quarante cinq pieds de long, dont la longueur prise quatre fois fait juste l'arpent usité en ce pays, qui est de cent quatre-vingt pieds sur chaque face, à l'éxécution de quoi me faisant accompagner du d't proprietaire et de ses dits deux voisins les plus immédiats pour me servir de témoin d'aide, et à m'indiquer éxactement la véritable situation de leurs concessions respectives, je suis parvenu et l'ai fait corner en ma présence, avec des pierres à ses quatre extrémites aprés l'avoir mesurée sur ses lignes de largeur et longueur, dont les deux premierés parallèles, c'est á dire de largeur vont entre le nord quart au nord-ouest et le nord, ou plus exactement s'ecartent du nord vers l'ouest de cinq degrés, et les deux autres, c'est à dire de longueur aussi paralléles vont au ouest quart au nord-ouest, ou mieux s'ecartent du ouest vers le nord de onze degrés quinze minutes, sans aucun égard à la variation du compas qui peut y avoir et font par conséquant en dirigeant la vue et allant du point du départ vers les rumbs indiqués un angle aigu de soixante treize degres quarante cinq minutes, compensation faite des différences causées par les inégalites des terres et inclinaisons des lignes, les unes sur les autres, par raport aux perpendiculairs horizontales, qui servent toujours a leur vraie measure tant sur la largeur que sur la longueur.

Ainsi je l'atteste par mon seing et par l'aveu unanime de tous les propiétaires sus nommés assemblés dans ce moment, avec l'approbation de mon dit Sr. Don Pedro Piernas dans la chainbre du Gouvernement, pour se servir mutuellement de témoins et affirmer le fait les uns par leurs seings, les autres par leurs déclarations, à défault de savoir signer en présence de Messieurs Don Pedro Piernas, sus dit lieutenant

gouverneur et de Don Louis de St. Ange de Bellerive, capitaine réformé et premier prédécesseur commandant de ce même poste, servant l'un et l'autre, savoir ce dernier à certifier par son seing en sa dite qualité et en vertu du pouvoir, dont il était chargé, d'avoir concédé soit avec titre soit verbalement les sus dites terres au nord de sa majesté et mon d't Sr. Piernas à aprouver, confirmer et ratifier aussi par son seing en sa qualité d'actual lieutenant gouverneur, avec laquelle il est muni du même pourvoir de concider les pocessions, accordés par mon dit Sr. de St. Ange, et spécifiées dans le corps de ce cadastre que je remets, contenant soixante huit pages écrites celle à inclusivement aux archives de ce gouvernement, pour y etre conserves a perpétuite et servir aux cesoins, sureté authenticité et témoignage de tout ce qui y est exposé, à St. Louis, le vingt trois Mars, de l'année mil sept cent soixante douze.

MN. DURALDE,	AMABLE GUION,
LACLEDE LIQUEST,	BECQUET,
HUBERT,	SARPY,
DODIE,	COTTE,
A. CONDE,	ST. ANGE,
RENE KIERCEREAUX,	PEDRO PIERNAS.

OFFICE OF THE RECORDER OF LAND TITLES,
ST. LOUIS, *4th January*, 1854.

I certify that the foregoing is correctly transcribed from pages 25, 27, 29 and 30 of Livre Terrien No. 2, in this office.

ADOLPH RENARD,
U. S. Recorder of Land Titles in the State of Missouri.

This was all the evidence given in the cause. The defendant then offered to the court, and asked it to give the following instructions, which the court refused to give:

Defendant's Instructions refused.

2. If the jury find as mentioned in instruction No. 1, and further find, that in the year 1818 Mallette and Pierre Cerré, husbands of said daughters, made the deed read in evidence by the defendants, then, under the evidence in this cause, the jury may presume that said daughters gave the administration of said paraphernal property to their husbands, and that the same was alienated with their consent.

3. If the jury find as mentioned in instruction No. 1, and further find that the defendants and those under whom they claim, have had open and continued possession of the lot in question for thirty years and more before the bringing of this suit, claiming to own the same, then the plaintiff cannot recover any interest in said lot derived by Mrs. Mallette or Mrs. Cerré from their said father.

If Mrs. Pangal was dead, leaving a child, at the time of the sheriff's sale, under which plaintiffs claim, and during all the time of the coverture of said Mrs. Pangal, the lot in controversy was in the possession of

the defendants, and those under whom they claim, holding the same adversely to Mrs. Pangal and her husband, and there never was any entry on the part of the wife or husband, then the plaintiff derived no title to the lot in controversy under Mrs. Pangal or her husband.

The court, on motion of the defendants, gave the following instructions:

Defendant's Instructions given.

1. If the jury find that Francis Moreau, in his lifetime, was the owner of the lot in controversy; that he died prior to 1804, and that his two daughters, Mrs. Mallette and Mrs. Cerré, took their husbands prior to 1804, then the several interests of said daughters in said lot became upon their marriage, and was their paraphernal property.

To the refusal of the court to give the instruction as above stated, the defendant then and there excepted, and prays this, his bill of exceptions, to be sealed, signed and made part of the record in this cause; all which is done accordingly.

JNO. CATRON, [SEAL.]
R. W. WELLS. [SEAL.]

DISTRICT OF MISSOURI, *sct.*

I, Benjamin F. Hickman, clerk of the United States circuit court for the district of Missouri, certify the foregoing 52 pages, inclusive of this one, to be a full and complete transcript of the record and proceedings of said court in a certain suit therein determined, between Jeremiah T. Boyle, plaintiff, and James Meegan, defendant, as fully as the same remains of record and on file in my office.

[L. S.] In testimony whereof I hereunto subscribe my name and affix the seal of said court, at office, in the city of St. Louis, this twenty-fifth day of May, eighteen hundred and fifty-five.

BEN. F. HICKMAN, *Clerk.*

SUPREME COURT OF THE UNITED STATES.

No. 120—December term, 1855.

JAMES MEEGAN, plff. in er., vs. JEREMIAH T. BOYLE. } In error to the Circuit Court of the United States for the district of Missouri.

Whereas, it was ordered by this court at December term, 1851, that "whenever any record transmitted to this court upon a writ of error or appeal shall contain any document, paper, testimony, or other proceeding in a foreign language, and the record does not also contain a translation of such document, paper, testimony, or other proceeding made under the authority of the inferior court, or admitted to be correct, the record shall not be printed, but the case shall be reported to this court by the clerk, and the court will thereupon remand it to the inferior

court, in order that a translation may be there supplied, and inserted in the record."

And, whereas, pursuant thereto, the clerk has reported to the court at the present term, that the record returned to this court, upon this writ of error, contains several documents or papers in a foreign language, and that it does not contain any translation of said documents or papers: It is thereupon now here ordered by this court, that this record be, and the same is hereby, remanded to the circuit court of the United States for the district of Missouri, in order that translations of said documents and papers may be there supplied, and inserted in the record.

I, William T. Carroll, clerk of the Supreme Court of the United States, do hereby certify, that the foregoing is a true copy of the order of said court, made in said case at December term, A. D. 1855, as the same remains on the records of said court.

In testimony whereof, I hereunto subscribe my name and
[L. S.] affix the seal of said court at the city of Washington, this 14th day of February, A. D. 1856.

WM. THOS. CARROLL,
Clerk Sup. Court U. S.

I herewith return with this order a certified copy of the translations as filed in my office, and agreed by the attos. here to be correct in the case named in said order.

Given under my hand this 12th day of May, 1856.

BEN. F. HICKMAN,
Clerk Ct. Ct. U. S. Mo. Dis.

Translations.

No. 2447.

In the town of St. Ferdinand of Florissant, on the seventh day of the month of May, in the year one thousand seven hundred and ninety-four, (by order of Mr. Dn. Zenon Trudeau, commander-in-chief of the western part of Illinois,) I, Don Francis Dunegant Beau Rosier, captain of the militia company of this town, at the request of Don Francis Moreau, second lieutenant in the same militia company, and by virtue of the decease of his wife, Catalina Marechal, of whom he has four male and four female children, I went, at about nine o'clock in the morning, to the house of the said Don Francis Moreau, in order to make a general inventory and appraisement of all the property, real and personal, known to belong to the aforesaid estate; for which purpose I have appointed, as appraisers, Baptiste Delisle, Amabel Gagné and José Rapieux, all three citizens residing in the aforesaid town; and who having been sworn under oath have promised by the same to discharge well and legally the trust reposed in them, to appraise every one of the articles which shall be presented to them in current money of the country, according to the best of their knowledge; all of which has been executed in the presence of the assistant witnesses, Don Manuel

Gonzalez Moro and Santiago Moineau, the first a sergeant in the troop of this garrison, and the second a citizen residing in this aforesaid town, in the following form:

	Livres.	Sous.
First, an old table valued at two livres and ten sous - -	02	10
Two large old dishes in queensware, a large one of tin, five small ones of the same, and six small cups of the same, valued altogether at seven livres and ten sous - -	7	10
One large plate and two soup-dishes of tin, valued altogether at fifteen livres - - - - - - - - -	15	
Four earthen jars, valued at five livres - - - -	5	
One frying pan, valued at 5 livres - - - - -	5	
One large earthen jar to make ham, valued at thirty livres	30	
Four iron jars, two large ones and two small ones, valued at twenty-five livres - - - - - - - -	25	
	90	
	Livres.	Sous.
Amount brought over - -	90	
A pitcher and a jug, both earthenware, valued altogether at seven livres and ten sous - - - - -	7	10
Three very old stove pots, valued at twenty-five livres -	25	
One fire-shovel and a ladle of iron, valued altogether in five livres - - - - - - - - - -	5	
Six spoons and five forks, the whole being very old and made of tin, valued at two livres and ten sous - -	2	10
One bucket and one seive for straining milk, valued at two livres and ten sous - - - - - - - -	2	10
Another old bucket and one barrel, valued at two livres and ten sous - - - - - - - - -	2	10
Four old axes, valued at six dollars - - - -	30	
Three tillas (a kind of hatchet and hammer united,) one being round and the two others flat, valued at six dollars	30	00
Two augers, one of one inch and a half and the other of one inch, valued at seven livres and ten sous - - -	7	10
	201	10
	Livres.	Sous.
Am't brought over - -	201	10
Seven old skin bags, valued at seventeen livres and ten sous	17	10
Two old salt-cellars, valued at ten livres - - - -	10	
Four spades and one medium size axe, valued at three dollars - - - - - - - - - -	15	
One baking-pan, valued at ten livres - - - -	10	
Two buckets and one small tin pot, valued altogether at five livres - - - - - - - - -	5	
One small trough, valued at five livres - - - -	5	
One scythe, valued at ten livres - - - - -	10	

Four good sickles and three useless ones to cut down wheat, valued at twenty livres	20	00
One small clothes-press and a very small and old walnut cupboard, valued at fifty livres	50	00
Two bed-sheets, half worn out, and two new napkins, valued altogether at four dollars	20	00
One very old cart, valued at ten livres	10	00
	374	00
	Livres.	Sous.
Amount brought forward	374	00
One complete plough, valued at one hundred livres	100	00
One small trunk, valued at seven livres and ten sous	7	10
Two pairs of good oxen, valued at six hundred livres	600	00
Two young bulls, two years old, valued at one hundred and fifty livres	150	00
Two other young bulls, two years old, valued at fifty francs	50	00
Three cows, valued at three hundred livres	300	00
One cock and twelve hens, valued at six dollars	30	00
Two female pigs, with twelve little ones, altogether valued at one hundred livres	100	00
Two arpens of good land, situated at the place called the Prairie of St. Ferdinand, which adjoins on one side the land of José Bacané, and on the other that of Pedro Menard, valued at two hundred livres	200	00
Six sawed planks, valued at seven livres and ten sous	7	10
	1919	00
	Livres.	Sous.
Amount brought over	1919	00
One barn, fifty-five feet in length, by twenty-three in width, valued at one hundred livres	100	00
One lot of land, three hundred feet in length, by two hundred and forty in width, situated in the aforesaid town, which does not adjoin any neighbor on either side, with a house built in upright posts, floored up and down stairs, covered with shingles, twenty feet square; and two other small buildings, valued altogether at three hundred livres	300	00
Five chairs, one bedstead, four very old skins of Mexican bull, valued altogether at twenty-two livres and ten sous	22	10
Total	2341	10

And after having proceeded with the inventory from half-past nine in the morning to half-past twelve of the same day, and not having any more effects to inventory belonging to the aforesaid Don Francis Moreau, I have closed this present inventory on three leaves of paper, the

value of the whole amounting to the sum of two thousand three hundred and forty-one livres and ten sous, all of which remains under his charge, care, and responsibility for its conservation.

In testimony of all which, he has signed the same in the presence of the said appraisers, who, not knowing how to write, have made their usual marks in the shape of a cross, in the presence of the aforementioned assisant witnesses, who also have signed the same with me, the said commander, on the same day, month, and year as above.

F'OIS MAUREAU,
Mark ⋈ of BAP'TA DELISLE,
Mark ⋈ of AMABLE GAGNE,
Mark ⋈ of JOSE RAPIEUX,
JACQUES MOINEAU.

MAN'L GONZ'Z MORO,
FRANCOIS DUNEGANT.

It is agreed that the above translation is correct.

GLOVER & WILLIAMS,
For Plaintiff.
J. R. SHEPLEY,
For Defendant.

Translation.

Book of surveys formed by me, Martin Duralde, surveyor, appointed by Don Pedro Piernas, captain of infantry and lieutenant governor of the settlements and other dependences of the Spanish government of the Illinois, and deposited in the archives of the same government as a process-verbal to serve to the designation of the sundry tracts of land conceded in the king's name to the inhabitants of this post of Saint Louis, as well by written title as with the verbal consent of the chiefs who have governed them since its foundation to this time, which lands I surveyed, and are after the exchanges, cessions, or sales that the commodity or interest of the owners may have brought about in the possession of the persons hereafter named, according to their own attestation and mutual acknowledgment, said lands being situated in the prairies around this same post, in the order and agreeably to the localities described as follows:

I, Martin Duralde, the undersigned, in virtue of the power with which Don Pedro Piernas, captain of infantry, and lieutenant governor of the settlements and other dependences of the Spanish government of the Illinois, has vested me, at the request of the inhabitants of this post of Saint Louis, asking that the dimensions, courses, and limits of the lands which they possess in its vicinity be fixed by a competent person with authorization to that purpose, declare to all whom it may appertain, that upon the requisition of each of the said inhabitants, in the course of the fall in the year 1770, and the springs of the years 1771 and 1772, (of which I quote neither the months nor days,) the operations having been made at different times and without continuity

in relation to those who own possessions in different places, and distant from one another, and, namely, at the desire of

John Baptiste Langumois: I purposely went from my residence, situated in this aforesaid post of Saint Louis, upon a tract of one arpent in width by forty others in length to him belonging, in part cultivated and the remainder wild, situated in the prairie adjoining this village, bounded immediately on one side by the tract of Mr. Lecompte, on the other by that of Jean Comparios dit Gascon, and on the two others (ends) by the king's domain, in order to survey the same with my instrument and a chain forty-five feet long, which length four times taken just makes the arpent used in this country, which has one hundred and eighty feet on each of its faces. In the execution of which, being accompanied by the said owner and his two said most immediate neighbors to serve as assistant witnesses, and to point out to me the exact and true locality of their respective tracts, I succeeded, and had it bounded in my presence with stones at its four corners, after having measured the same upon its lines of width and length, which two first parallels, that is of width, run between north quarter, northwest and north, or more properly deviate from north to west five degrees; and the two others, i. e. of length likewise parallel, go to west quarter northwest, or better diverge from west to north eleven degrees and fifteen minutes, regardless of the variation of the needle that may be, and therefore make, by directing the sight from the point of departure towards the courses indicated, an acute angle of seventy-three degrees forty-five minutes, compensation being made for the differences caused by the unevenness of the ground, and the inclinations of the lines upon each *an*other relatively to the "horizontal perpendiculars" which always serve to their true measure on the width as well as on the length; and thus I do attest the same, &c.

Le Sieur Auguste Condé.—I purposely went from my residence, situated in the above said post of Saint Louis, upon a tract of two arpens in width by forty others in length to him belonging, partly tilled and the remainder wild, situated in the prairie adjoining this village, bounded immediately on one side by that of the person named Langumois, on the other by "a" domain of the king of five and a fourth arpens in width, and at the two ends by the king's domain, in order to survey the same with my instrument and a chain forty-five feet long, which length taken four times just makes the arpent of this colony, which has one hundred and eighty feet on each of its faces. In the execution of which, being accompanied by the said owner and his said most immediate neighbors to serve as assistant witnesses, and to indicate the true and exact location of their respective concessions, I succeeded, and had it bound in my presence with stones set at its four corners, after having measured the same upon the lines of width and length, which two first parallels, viz. in width, go between north quarter northwest and north, or more exactly deviate from north to west five degrees; and the two others, i. e. in length likewise parallel, run west quarter northwest, or better diverge from west to north eleven

degrees fifteen minutes, regardless of the variation of the compass that be, and consequently make, by directing the sight from the point of departure towards the indicated courses, an acute angle of seventy-three degrees and forty-five minutes, compensation being made for the differences caused by the unevenness of the ground and the inclinations of the lines upon each other relatively to the "horizontal perpendiculars," which always serve to their true measure on the length as well as on the width; and thus I do attest, &c.

The person named Lirette.—I purposely went from my residence in the above said post of Saint Louis, upon a tract of one arpent in width by forty others in length, belonging to him, part of which is tilled and the balance wild, situated in the prairie adjoining this village, and immediately bounded on one side by the aforesaid domain of the king, of five and a quarter arpens wide, on the other to the person named Moreau, and on the two ends by the king's domain, in order to survey the same with my instrument, and a chain of forty-five feet, which length taken four times just makes the arpent of this colony, that has one hundred and eighty feet on each face. In the execution of which I was accompanied by the said owner, and by his said most immediate neighbor, to serve as assisting witnesses, and to indicate exactly the true location of their respective concessions. In the execution of which I succeeded, and had it bounded in my presence with stones set at its four corners, after having measured the same, upon its lines of width and length, which two first parallels, i. e. in width, go between north quarter northwest and north, or more exactly deviate from north to west five degrees; and the two others, i. e. in length, parrallels also run west quarter northwest, or more properly diverge from west to north eleven degrees and fifteen minutes, regardless of the variation of the needle which may be, and therefore make, by directing the sight from the point of departure towards the corners, indicated an acute angle of seventy-three degrees forty-five minutes, compensation being made for the unevenness of the ground, and the inclinations of the lines upon each other relatively to the "horizontal perpendiculars," which always serve to their true measure on the length as well as on the width; and thus I do attest the same, &c.

Moreau.—I purposely went from my dwellings, in this aforesaid post of Saint Louis, upon a tract of one arpent in width by forty others in length, belonging to him, in part cultivated, and the remainder untilled, situated in the prairie adjoining this village, and bounded immediately on one side by the person named Lirette, and on the other by the person called Vien, and at the two ends by the king's domain, in order to survey the same with my instrument and a chain forty-five feet in length, which length taken four times just makes the arpent used in this colony, which has one hundred and eighty feet on each of its faces. In the execution of which, being accompanied by the said owner, and his said two most immediate neighbors to serve as assisting witnesses, and to indicate exactly the true location of their respective grants, I succeeded and had it bounded in my presence,

with stones set at the four corners, after having measured it upon the lines of width and length, which two first parallels, that is of width, run between north quarter northwest and north, or more properly deviate from north to west five degrees; and the two others, i. e. in length also parallel, go to west quarter northwest, or better diverge from west to north eleven degrees and fifteen minutes, regardless of the variation of the needle that may be, and therefore make, by casting the sight from the point of departure towards the corners, indicated an acute angle of seventy-three degrees and forty-five minutes, compensation being made for the differences caused by the unevenness of the ground, and the inclination of the lines upon each another, relatively to the "horizontal perpendiculars," which always serve to their true measure on the width as on the length.

And thus I do attest the same with my signature, and with the unanimous consent of all the owners named in the foregoing, assembled at this moment with the approbation of the said Don Pedro Piernas, in the government hall, in order to serve as mutual witnesses, and affirm the facts, some with their signatures, and others with their declarations for want of knowing how to write, in the presence of Don Pedro Piernas, the aforesaid lieutenant governor, and Don Louis St. Ange de Bellerive, formerly a captain, and lately commandant of this same post, both serving, to wit, the last named, to certify with his signature, that in his said capacity, and by virtue of the power with which he was vested, to have granted, either by titles, or verbally, the foregoing described tracts of land in his majesty's name; and the said Mr. Piernas to approve, confirm, and ratify also with his signature, in his said capacity of present lieutenant governor, by which he is vested with the same power of granting the possession heretofore granted by the said Saint Ange, and specified in the body of this book, containing sixty-eight written pages, this page inclusive, which I deposit in the archives of this government to be therein preserved forever, and serve in case of need, to the safety, authentication, and attestation of the whole set forth in the same. In Saint Louis, the 23d May, 1772.

MARTIN DURALDE, A. CONDE,
LACLEDE LIGUEST, RENE KIERCEREAU,
HUBERT, AMABLE GUYON,
DODIE, BECQUEET,
SARPEY, COTTE.

ST. ANGE,
PEDRO PIERNAS.

ST. LOUIS, 27*th March*, 1856.

I have correctly translated the foregoing from pages 1, 2, 25, 26, 27, 28, 29, 30, 67, and 68, of Livre Terrien, No. 2, in the office of the recorder of land titles at this place.

ADOLPHE RENARD.

Fee $4.00.—A. R.

It is agreed that the above translation is correct.

GLOVER & RICHARDSON, *For Pl'ff.*
J. R. SHEPLEY, *For Def't.*

MISSOURI DISTRICT, *sct:*

I, Benjamin F. Hickman, clerk of the circuit court of the United States for Missouri district, do hereby certify, that the foregoing ten pages, including the above, contain a correct copy of the translations of the documents in a foreign language, in the record of Boyle against Meegan, now in the Supreme Court of the United States, and which translations were lately filed in my office with the papers in said suit, and which are admitted to be correct by the attorneys, of record here of both parties.

In testimony whereof, I hereunto subscribe my name and [L. S.] affix the seal of said court at office, in the city of St. Louis, this 12th day of May, A. D. 1856

BEN. F. HICKMAN, *Clerk.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the eighth circuit, district of Missouri, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment, of a plea which is in the said circuit court before you, between Jeremiah T. Boyle, plaintiff, and James Meegan, defendant, a manifest error hath happened, to the great damage of the said James Meegan, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of the [SEAL.] said Supreme Court, this twenty-ninth day of May, in the year of our Lord one thousand eight hundred and fifty-five.

Issued at office in the city of St. Louis, with the seal of the circuit court of the United States for Missouri district.

BEN. F. HICKMAN, *Clerk.*

Allowed by me.

R. W. WELLS,
Dist. judge U. S. for the dist. of Mo.

MISSOURI DISTRICT, *sct:*

The United States of America, to Jeremiah T. Boyle, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Mon-

day of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for Missouri district, wherein James Meegan is plaintiff in error, and you are defendant in error, to show cause, if any there be, why a judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Robert W. Wells, district judge of the United States for Missouri district, this 5th day of June, in the year of our Lord one thousand eight hundred and fifty-five.

R. W. WELLS.

Received due notice of this citation.

GLOVER & RICHARDSON,
Attorneys for Boyle.